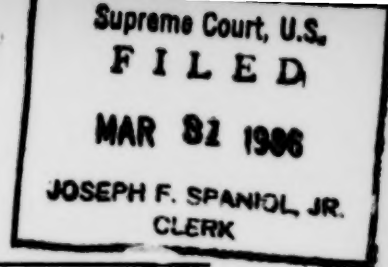


(H)  
No. 85-495



In The  
**Supreme Court of the United States**  
October Term, 1985

---

ANSONIA BOARD OF EDUCATION,  
NICHOLAS COLLICELLI,  
DR. CHARLES J. CONNORS, KENNETH EATON,  
WILLIAM EVANS, DEL MATRICARLA,  
SUSAN SCHUMACHER, FAITH TINGLEY,  
AND ROBERT E. ZURAW,

*Petitioners,*

v.

RONALD PHILBROOK,

*Respondent.*

---

ON WRIT OF CERTIORARI TO THE  
UNITED STATES COURT OF APPEALS  
FOR THE SECOND CIRCUIT

---

JOINT APPENDIX

---

(All counsel listed on inside cover.)

---

**Petition For Certiorari Filed September 20, 1985**  
**Certiorari Granted January 21, 1986**

---

COCKLE LAW BRIEF PRINTING CO., (800) 835-7427 Ext. 333

200 PP

THOMAS N. SULLIVAN\*

ROBERT J. MURPHY

LESLIE A. COLLINS

646 Prospect Avenue

Hartford, Connecticut 06105 (203) 233-2141

*Attorneys for Petitioner*

*Ansonia Board of Education*

*and the Individual School*

*Board Defendants*

ROBERT F. McWEENY\*

638 Prospect Avenue

Hartford, Connecticut 06105

(203) 233-9653

*Attorney for Respondent*

*Ansonia Federation of*

*Teachers and the*

*Individual Union Defendants*

DAVID N. ROSEN\*

400 Orange Street

New Haven, Connecticut

06511

(203) 787-3513

*Attorney for Respondent,*

*Ronald Philbrook*

\*Counsel of Record

## TABLE OF CONTENTS

	PAGE
Relevant Docket Entries in the District Court .....	1
Relevant Docket Entries in the Court of Appeals for the Second Circuit .....	2
Complaint of Ronald Philbrook Filed in the District Court on December 16, 1977 .....	3
Answer of the Ansonia Federation of Teachers and the Individual Union Defendants filed in the District Court on February 21, 1978 .....	9
Amended Answer of the Ansonia Board of Education and the Individual School Board Defendants filed in the District Court on October 21, 1983 .....	12
Transcript of Proceedings (excerpts) in the District Court on December 12 & December 13, 1983 .....	15
Plaintiff's Exhibit 1 (excerpts of leave provisions in the Collective Bargaining Agreement effective from May 3, 1966 to May 2, 1967) .....	71
Plaintiff's Exhibit 2 (excerpts of leave provisions from the Collective Bargaining Agreement effective from May 29, 1967 to June 30, 1968) .....	73
Plaintiff's Exhibit 3 (excerpts of leave provisions from the Collective Bargaining Agreement effective from July 1, 1968 to June 30, 1969) .....	75
Plaintiff's Exhibit 4 (excerpts of leave provisions from the Collective Bargaining Agreement effective from July 1, 1969 to June 30, 1970) .....	76
Plaintiff's Exhibit 5 (excerpts of leave provisions from the Collective Bargaining Agreement effective from July 1, 1970 to June 30, 1971) .....	79
Plaintiff's Exhibit 6 (excerpts of leave provisions from the Collective Bargaining Agreement effective from December 11, 1971 to June 30, 1972) .....	82

## TABLE OF CONTENTS—Continued

## PAGE

Plaintiff's Exhibit 7 (excerpts of leave provisions from the Collective Bargaining Agreement effective from July 1, 1972 to June 30, 1974) .....	85
Plaintiff's Exhibit 8 (excerpts of leave provisions from the Collective Bargaining Agreement effective from July 1, 1974 to June 30, 1975) .....	88
Plaintiff's Exhibit 9 (excerpts of leave provisions from the Collective Bargaining Agreement effective from July 1, 1975 to June 30, 1978) .....	91
Plaintiff's Exhibit 10 (excerpts of leave provisions from the Collective Bargaining Agreement effective from July 1, 1978 to June 30, 1982) .....	94
Plaintiff's Exhibit 11 (excerpts of leave provisions from the Collective Bargaining Agreement effective from July 1, 1982 to June 30, 1985) .....	98
Plaintiff's Exhibit 15 (excerpts of Philbrook's salary data from September 1, 1983 to August 31, 1984) .....	102
Plaintiff's Exhibit 16 (excerpts from the investigative file of the Connecticut Commission on Human Rights and Opportunities) .....	102
Plaintiff's Exhibit 19 (summary of substitute rates in the Ansonia School System) .....	124
Defendant, Ansonia Board of Education Exhibit B (letter from James J. Rosenthal to Bruce Julianelle dated February 11, 1974) .....	125
Defendant, Ansonia Board of Education Exhibit C (excerpts from the deposition of Robert E. Zuraw) .....	127
Defendant, Ansonia Federation of Teachers Exhibit BB (Arbitration Award) .....	170
Defendant, Ansonia Federation of Teachers Exhibit FF (excerpts from the deposition of Ronald Philbrook) .....	178

## TABLE OF CONTENTS—Continued

## Page

Note: The decision of the District Court and the Court of Appeals for the 2nd Circuit are contained in the Appendix to the Petition for Writ of Certiorari. These two decisions are listed below with the designation "App." which refers to that petition.

<i>Philbrook v. Ansonia Board of Education, et al</i> , Docket No. 77-489 (D.Conn. May 18, 1984) .....	App. 26
<i>Philbrook v. Ansonia Board of Education, et al</i> , Docket No. 84-7548 (2d Cir. March 7, 1985) .....	App. 1

**RELEVANT DOCKET ENTRIES IN THE  
DISTRICT COURT**

**DATE NR. PROCEEDINGS**

12/16/77 1 Complaint filed.  
2/03/78 7 Answer of School Board Defendants filed.  
2/21/78 8 Answer of Ansonia Federation of Teachers and Individual Union Defendants filed.  
10/21/83 40 Amended Answer filed.  
12/12/83 Court trial commences: Plaintiff's Exhibits 1-23 filed; Defendants' Exhibits A-D, AA-FF filed; nine witnesses testify.  
12/13/83 Court trial continued.  
5/22/84 55 Memorandum issued ordering clerk to enter judgment dismissing the complaint and to enter judgment for Defendants with costs.  
5/22/84 56 Judgment entered in favor of the Defendants dismissing this action, with their costs.  
6/20/84 60 Notice of Appeal filed by Plaintiff.

---

RELEVANT DOCKET ENTRIES IN THE  
COURT OF APPEALS FOR THE  
SECOND CIRCUIT

DATE PROCEEDINGS

- 6/25/84 Copy of District Court Docket entries and Notice of Appeal on behalf of Appellant Philbrook filed.
- 7/23/84 Record on Appeal filed.
- 9/24/84 Appellant Philbrook brief filed.
- 10/24/84 Appellees' Ansonia Federation of Teachers, *et al.*, brief filed.
- 10/29/84 Appellees' Ansonia Board of Education, *et al.*, brief filed.
- 11/14/84 Case heard before: Oakes, Kearsse C.J.J., Pollack D.J.
- 3/07/85 Judgment reversed and remanded by published opinion signed per J.L.O.
- 3/07/85 Dissenting published opinion signed by Judge Pollack.
- 3/07/85 Judgment filed.
- 3/19/85 Appellees' Ansonia Board of Education and Individual School Board Defendants' Motion for Extension of Time Within Which to File Petition for Re-hearing filed.
- 4/15/85 Appellees' Ansonia Board of Education, *et al.*, Petition for Re-hearing with Suggestion for Re-hearing *en banc* filed.
- 6/07/85 Order denying Appellees' Ansonia Board of Education, *et al.*, Petition for Re-hearing with Suggestion for Re-hearing *en banc* filed.
- 

PLAINTIFF'S COMPLAINT FILED IN THE  
DISTRICT COURT ON DECEMBER 16, 1977

UNITED STATES DISTRICT COURT  
DISTRICT OF CONNECTICUT

RONALD PHILBROOK,

Plaintiff

VS.

ANSONIA BOARD OF EDUCATION, and NICHOLAS COLLICELLI, DR. CHARLES J. CONNERS, KENNETH EATON, WILLIAM EVANS, DEL MATRICARIA, and SUSAN SCHUMACHER (as President), and FAITH TINGLEY (as Secretary), individually and as members of said Board, ROBERT E. ZURAW, individually and as Superintendent of the Ansonia School System, and ANSONIA FEDERATION OF TEACHERS, LOCAL 1012, AFL-CIO, and JOSE NEVES, KATHLEEN ROBERTS, MARY GHIRARDINI, DENNIS GLEASON, DOMINICK BROGOLIA, MAUREEN WILKINSON, and GEORGETTE WILLIAMS, individually and as officers of said Local,

Defendants

COMPLAINT

(Filed December 16, 1977)

INTRODUCTION AND JURISDICTION

1. Plaintiff, a schoolteacher, brings this employment discrimination and First Amendment action against his employer and labor union to redress the injuries done to him on account of his exercise of his religious beliefs. The defendants have caused plaintiff to lose pay for days he

is required to be absent from work for religious observances, although no pay is deducted for absences for non-religious personal business.

2. This action is brought pursuant to Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e, et seq., as amended, and 42 U.S.C. § 1983. Jurisdiction is conferred upon this Court by 28 U.S.C. §§ 1331 and 1343 and by 42 U.S.C. § 2000e-5(f).

3. The amount in controversy exceeds the sum of \$10,000, exclusive of interest and costs.

4. The jurisdictional prerequisites to suit under Title VII have been satisfied. On or about November 7, 1973, plaintiff filed complaints with the Equal Employment Opportunity Commission and the Connecticut Commission on Human Rights and Opportunities. On November 5, 1976, the EEOC determined "that there is reasonable cause to believe that the Respondent Employer and Respondent Union are parties to a collective bargaining agreement which discriminatorily precludes the use of annual leave for religious observances, and that Respondent Union has failed to represent Charging Party, both of which constitute violations of Title VII." Thereafter the EEOC unsuccessfully attempted conciliation, and the United States Department of Justice issued a Notice of Right to Bring Suit With 90 Days, which was received by plaintiff on or about September 22, 1977.

#### PARTIES

5. Plaintiff has taught in the Ansonia school system for fifteen and one-half years and now teaches business

in high school. He is forty-two years old, married, the father of four children, and a veteran of military service. He has for ten years been a baptized member of the Worldwide Church of God, a branch of Christianity. He is a citizen of the United States and a resident of Ansonia, Connecticut.

6. a) The Defendant Ansonia School Board is plaintiff's employer. It administers and governs the Ansonia public school system pursuant to the statutes and laws of the State of Connecticut. As such it is a party to the employment contracts which govern plaintiff's pay and conditions of work.

b) Defendants Nicholas Collicelli, Dr. Charles J. Conners, Kenneth Eaton, William Evans, Del Matriaria, and Susan Schumacher (as President) are the members of the Board, and defendant Faith Tingley is its Secretary. These defendants are sued individually and as the members of the Board.

c) Defendant Robert E. Zuraw is the Superintendent of the Ansonia School System. As such he is the chief operating administrator of the School System with responsibility for interpreting, applying and enforcing the employment contract governing plaintiff, and with the Board of Education, participates in determining the terms and conditions of plaintiff's employment. He is sued individually and in his official capacity.

d) The Defendant Ansonia Federation of Teachers, Local 1012 AFL-CIO, ("the Union") is the authorized bargaining agent for all teachers in the Ansonia School System and as such negotiates the contracts which de-

termine the terms and conditions of plaintiff's employment.

e) Defendants Jose Neves (President), Kathleen Roberts (First Vice President), Mary Ghirardini (Second Vice President), Dennis Gleason (Business Agent), Georgette Williams (Corresponding Secretary), Maureen Wilkinson (Recording Secretary), and Dominick Brogolia (Treasurer) are the officers of the Union, and as such they are responsible for formulating and implementing its policy and negotiating contracts on its behalf. These defendants are sued individually and in their official capacities.

#### FACTUAL BACKGROUND

7. As part of the practice of his religion, plaintiff is required to observe certain annual Holy Days, which are determined by his church in accordance with its doctrine. Approximately five to ten of these days each year fall on days school is in session. Plaintiff cannot work on these days and must attend church.

8. When plaintiff joined the Worldwide Church of God, he was able to use his annual personal leave time for observance of his church's Holy Days. However the defendants Board of Education and Union thereafter negotiated a contract (which has remained unchanged in relevant respects until the present) under which plaintiff is not permitted to use his personal leave time for religious observance.

9. The relevant provisions of the contract allow three days each year for religious observance. In addition to this time, however, eighteen days are permitted for per-

sonal and sick leave, of which, for example, three may be spent in attendance as an official delegate to a National Veterans' Organization, but may not be spent for religious observance, and an additional three may be spent for "legitimate and necessary personal business at the teacher's discretion . . . [but] shall not include . . . any religious activity."

10. As a result of these provisions, plaintiff has been docked his salary for each of the days he has been required to miss for religious observance, although he has not taken his full allotment of annual leave and has at all times expressed his willingness to have his days of religious observance deducted from his personal leave days. Moreover, he has been docked the full amount of his days' pay although the cost of obtaining a substitute teacher on these days is much less than the amount plaintiff has been docked.

#### FIRST CLAIM: DISCRIMINATION IN EMPLOYMENT

11. The practices and policies outlined above, which have been joined and formulated by the defendants, operate to deprive plaintiff of equal employment opportunity on account of his religion, in violation of 42 U.S.C. 2000e-2 (a) and (c), and defendant Union has failed to assist plaintiff fully in gaining relief from these unlawful practices.

#### SECOND CLAIM: DEPRIVATION OF RELIGIOUS FREEDOM

12. The policies and practices outlined above have operated to deprive plaintiff of his right to the free exercise of his religion and have operated as an establishment

of religion, in violation of the First and Fourteenth Amendments to the United States Constitution.

### DAMAGES

13. As a result of the deprivations of rights described above, plaintiff has lost income and been deprived of equal employment opportunity and has been penalized for his exercise of his religion.

### WHEREFORE PLAINTIFF CLAIMS:

1. A temporary and permanent injunction requiring defendants to permit plaintiff to exercise his religion without financial penalty or deprivation of equal employment opportunity.

2. A declaratory judgment that the practices of the defendants are illegal and unconstitutional.

3. Damages, in excess of \$10,000., exclusive of interest and costs, in such amount as is warranted by the evidence.

4. Backpay.

5. Costs, including a reasonable attorneys' fee.

6. Such other and further relief as is warranted by the evidence and appears just to the Court.

### THE PLAINTIFF

By /s/ David N. Rosen  
265 Church Street  
New Haven, Connecticut 06510  
His Attorney

---

### ANSWER OF THE ANSONIA FEDERATION OF TEACHERS AND THE INDIVIDUAL UNION DEFENDANTS FILED IN THE DISTRICT COURT ON FEBRUARY 21, 1978

UNITED STATES DISTRICT COURT  
DISTRICT OF CONNECTICUT

NO. N-77-489

RONALD PHILBROOK,

Plaintiff

vs.

ANSONIA BOARD OF EDUCATION, ET AL  
Defendants

### ANSWER

FEBRUARY 16, 1978

1. That portion of paragraph 1 which alleges that this action is being brought by the plaintiff, a schoolteacher, against his employer is admitted. The remainder of paragraph 1 is denied.

2. That portion of paragraph 2 which alleges that this action is brought under 42 U.S.C. §§ 2000e, et seq., as amended, and 42 U.S.C. § 1983 is admitted. The remainder of paragraph 2 is denied.

3. Paragraphs 3, 4, 8, 9, 11, 12 and 13 are denied.

4. The first sentence of paragraph 5 is admitted. As to the remainder of paragraph 5, the defendants have insufficient knowledge upon which to form a belief and therefore leave the plaintiff to his proof.

5. Paragraphs 6(a) (b) and (d) are admitted.

6. The first sentence of paragraph 6(c) is admitted. As to the remainder of paragraph 6(c), the defendants have insufficient knowledge upon which to form a belief and therefore leave the plaintiff to his proof.

7. That portion of paragraph 6(e) which alleges that Defendants Jose Neves, Kathleen Roberts, Mary Ghirardini, Dennis Gleason, Georgette Williams, Maureen Wilkinson and Dominick Golia are officers of the Union and that they are sued individually and in their official capacities, is admitted. The remainder of paragraph 6(e) is denied.

8. As to paragraph 7, the defendants have insufficient knowledge upon which to form a belief and therefore leave the plaintiff to his proof.

9. As to paragraph 10, the defendants have insufficient knowledge upon which to form a belief and therefore leave the plaintiff to his proof.

#### FIRST DEFENSE

The complaint fails to state a claim against the defendants upon which relief can be granted.

#### SECOND DEFENSE

The right of action set forth in the complaint and brought pursuant to 42 U.S.C. § 1983 did not accrue within three years next before the commencement of this action.

#### THIRD DEFENSE

The right of action set forth in the complaint and brought pursuant to 42 U.S.C. §§ 2000e, et seq., did not

accrue within ninety (90) days next before the commencement of this action.

#### FOURTH DEFENSE

The right of action set forth in the complaint and brought pursuant to 42 U.S.C. §§ 2000e, et seq., was not commenced within a reasonable and proper period of time to the prejudice of the defendants.

DEFENDANTS, ANSONIA FEDERATION OF  
TEACHERS Local 1012, AFL-CIO, JOSE NEVES,  
KATHLEEN ROBERTS, MARY GHIRARDINI,  
DENNIS GLEASON, DOMINICK GOLIA,  
MAUREEN WILKINSON and GEORGETTE  
WILLIAMS

By /s/ Joseph P. Flynn

(Certificate of Service Omitted)

---

AMENDED ANSWER OF THE  
ANSONIA BOARD OF EDUCATION AND  
THE INDIVIDUAL SCHOOL BOARD  
DEFENDANTS FILED IN THE DISTRICT COURT  
ON OCTOBER 21, 1983

UNITED STATES DISTRICT COURT  
DISTRICT OF CONNECTICUT

CIVIL NO. N-77-489

RONALD PHILBROOK,

Plaintiff

vs.

ANSONIA BOARD OF EDUCATION, ET AL,  
Defendants

AMENDED ANSWER  
OCTOBER 18, 1983

1. Paragraphs 1, 3, 4, 8, 9, 10, 11, 12 and 13 are denied.
2. That portion of paragraph 2 of the Complaint which alleges that this action is brought under 42 U.S.C. §§ 2000e, et. seq., as amended and 42 U.S.C. § 1983 is admitted. The remainder of paragraph 2 is denied.
3. The first sentence of paragraph 5 is admitted. As to the remainder of paragraph 5, the defendants have insufficient knowledge upon which to form a belief and therefore leave the plaintiff to his proof.
4. Paragraphs 6(a)(b) and (d) are admitted.
5. As to paragraphs 6(e) and 7, the defendants have insufficient knowledge upon which to form a belief and therefore leave the plaintiff to his proof.

6. As to paragraph 6(c), defendants admit the first and third sentence. The remainder of paragraph 6(c) is denied.

FIRST DEFENSE

The Complaint fails to state a claim against the defendants upon which relief can be granted.

SECOND DEFENSE

The right of action set forth in the Complaint and brought pursuant to 42 U.S.C. § 1983 did not accrue within three years next before the commencement of this action.

THIRD DEFENSE

The right of action set forth in the Complaint and brought pursuant to 42 U.S.C. §§ 2000e, et. seq., did not accrue within ninety (90) days next before the commencement of this action.

FOURTH DEFENSE

The right of action set forth in the Complaint and brought pursuant to 42 U.S.C. §§ 2000e, et. seq., was not commenced within a reasonable and proper period of time to the prejudice of the defendants.

FIFTH DEFENSE

The individual defendants acted in good faith at all times material to the Complaint and are therefore immune from personal liability.

DEFENDANTS, ANSONIA BOARD OF  
EDUCATION, NICHOLAS COLLICELLI, DR.

CHARLES J. CONNERS, KENNETH EATON,  
WILLIAM EVANS, DEL MATRICARIA, SUSAN  
SCHUMACHER (as President) and FAITH  
TINGLEY (as Secretary), individually and as  
members of said Board and ROBERT E. ZURAW  
individually and as SUPERINTENDENT OF  
ANSONIA SCHOOL SYSTEM.

By /s/ Thomas N. Sullivan  
of  
Sullivan, Lettick & Schoen  
646 Prospect Street  
Hartford, Connecticut 06105  
Juris # 62326

(Certificate of Service Omitted)

---

TRANSCRIPT OF PROCEEDINGS  
IN THE DISTRICT COURT  
(EXCERPTS) ON DECEMBER 12 AND  
DECEMBER 13, 1983  
IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF CONNECTICUT

Civil No. N-77-489

RONALD PHILBROOK,

Plaintiff,

vs.

ANSONIA BOARD OF EDUCATION, ET AL.

Defendants.

Federal Building  
14 Cottage Place  
Waterbury, Connecticut

TRIAL

Volume 1

December 12, 1983

Before:

THE HON. THOMAS F. MURPHY, U.S.D.J.  
(Sitting by Designation)

Appearances:

*For the Plaintiff:*

ROSEN & DOLAN  
400 Orange Street  
New Haven, Connecticut 06510  
By: DAVID N. ROSEN, ESQUIRE

Appearances (Continued):

*For the Defendant Board of Education and Individual Board Members:*

SULLIVAN, LETTICK & SCHOEN  
632 Prospect Avenue  
Hartford, Connecticut 06105

By: THOMAS N. SULLIVAN, ESQUIRE  
ROBERT J. MURPHY, ESQUIRE

*For the Defendant Federation of Teachers:*

FLYNN & SHEEHY  
303 Wakelee Avenue  
Ansonia, Connecticut 06401

By: JOSEPH P. FLYNN, ESQUIRE

(p. 1-9) RONALD PHILBROOK, called as a witness by the Plaintiff, being first duly sworn by the Clerk, was examined, and testified on his oath as follows:

The Clerk: Please be seated. Would you state your name and spell your last name for the record.

The Witness: Ronald Philbrook, P-h-i-l-b-r-o-o-k.

The Clerk: Your home address?

The Witness: Twenty-six Multhrop Street, Ansonia, Connecticut.

Mr. Rosen: Does your Honor have a preferred location for counsel to stand?

The Court: No, any place that's convenient for yourself.

Mr. Rosen: Thank you.

The Court: Most lawyers can remain on the side there if they want.

Mr. Rosen: Sounds convenient.

The Court: The Court Reporter asked us all to keep our voices up. She has a bad cold, and it's affecting her hearing.

DIRECT EXAMINATION

(p. 1-10) Q Mr. Philbrook, you are the Plaintiff in this action, is that correct?

A Yes.

Q Are you employed by the Ansonia Board of Education?

A Yes.

Q What's your job?

A I'm a business teacher.

Q What school do you teach at, sir?

A Ansonia High School.

Q For how many years have you taught there?

A Approximately 22.

Q In the 1960's, did you and your family become religiously involved with the Worldwide Church of God?

A Yes, sir.

Q What is the Worldwide Church of God, sir?

A The Worldwide Church of God is a Christian group who redeems its teachings from the Scriptures as its doctrine.

Q Did you at some point become baptized in that church?

A Yes.

Q What year was that, if you recall?

A I believe it was February of 1968.

Q Since that time or even prior thereto, have you (p. 1-11) adhered to the beliefs of this church?

A Yes, sir, I have.

Q Is the Worldwide Church of God an organized religion with congregations in your community and elsewhere?

A They are scattered around the world; not in my community, no.

Q Can you tell me, sir, what the teachings are as you understand them with respect to work on designated holy days?

A From what I understand, there is no type of work that has to do with earning the living — the means of earning the living that should be done on those days that are known as holy convocation or special holy days.

Q Is this what's known as secular work?

A Work that has to do with earning a living.

Q This is according to the teachings of the church to which you belong?

A Yes, sir.

Q Showing you Plaintiff's Exhibit 12, can you identify that booklet?

A Yes.

Q What is it?

A It's a booklet that was printed by the church quite sometime ago. That has to do with a calendar used primarily to determine certain holy days and so on and the (p. 1-12) meanings of them and bringing it to a spiritual sense, also.

Q Does that booklet contain actual written church doctrine?

A It is primarily to be used by newer members to give them an idea of what it would be. Whether it's a primary doctrine, I don't know. It's been a long time since I've read it.

Q Is the material in that booklet part of the beliefs and doctrines of the church?

A It certainly is.

Q These holy days to which you've referred, would you outline for his Honor just what those days are?

A They are divided up into several areas. It's a Passover of that time of the year in the Spring area. From the Passover, it goes into the Days of Unleavened Bread. These are just names of the days. Then from the Days of Unleavened Bread, you come into the Days of Pentecost. From the Days of Pentecost, I believe it goes into the Feast of Trumpets, and from the Feast of Trumpets, the next holy day would be a Day of Atonement, and then on comes the Day of the Feast of Tabernacles which ends with the last Grace day. These holy days picture a certain teaching of Christ and its spiritual significance which will occur later on in the New Testament.

Q For purposes of work, do all of these holy days (p. 1-13) fall on the same days of the week each year?

A No, sir.

Q So, then, is the number of days during which you are required to abstain from secular work somewhat variable from year to year?

A They are.

Q Can you tell us approximately what that variation is, what the range of that variation is?

A I think in most cases, it would vary from three to perhaps six days, approximately.

Q It's possible for it to be somewhat more?

A It's possible on some occasions I would think.

The Court: Do I understand you to mean that at the most there would be six holy days?

The Witness: It's possible, your Honor. It might be more than those certain days, I'm not really positive.

The Court: On the average?

The Witness: On the average, I would guess approximately up to six.

By Mr. Rosen:

Q Plaintiff's Exhibit 13, Mr. Philbrook, can you tell us in a few words what that booklet contains?

A This particular booklet before me now actually contains information based on the Roman calendar and how (p. 1-14) certain days came into existence such as Good

Friday, Easter, Christmas and some of these other days, how they are particularly mentioned in certain manuscripts of the Scriptures and in the original manuscripts and how they compare with what we in the Church of the God Worldwide consider God's holy days as outlined in Leviticus, Deuteronomy, Exodus, as far as the Old Testament is concerned, and as the Apostles were taught in teaching others in Christianity in the Book of Acts and even Christ's Gospels; himself, and Matthew, Luke, John, and the Apostle Paul and others, and, for instance, in the Corinthians, in the Book of Acts which is basically an outline of the Church's transition from the Old Testament to the New, and its history.

Q So, does Exhibit 13 contain a description of some of the doctrine of your church with respect to honoring these holy days?

A Yes, sir, it does.

Q Now, after you joined the Worldwide Church of God, did you commence the practice of abstaining from secular work or work as a school teacher on the holy days?

A Yes, sir.

Q Did you inform your superiors within the School System of your religious obligations?

A Yes.

(p. 1-15) Q What happened to you in consequence of this information and your practices?

A It has been a long time, but if I can remember correctly, I believe that at first it had no bearing on my leave time, that I was able to take them off, regular leave,

until I believe the Federation came into existence and a contract took place.

Q Federation referring to what group?

A The Federation of Teachers.

Q Then what happened? Approximately what year was that?

A I don't remember exactly.

Q But, what happened after or when the Federation came into effect and there was a contract?

A I was no longer allowed to take four or five days based on the annual leave time. I began to be docked a certain amount of money per day.

Q Did you file a complaint of religious discrimination with the Equal Employment Opportunity Commission and the Connecticut Commission on Human Rights and Opportunities?

The Court: Counsel, he wouldn't be here if he didn't. Don't you have to do that first?

Mr. Rosen: Yes.

By Mr. Rosen:

(p.1-16) Q As a result of your complaint, can you describe what proceedings took place with respect to the issue of conciliation of your complaint?

A From 1973 when I first issued a complaint up to, I believe, '75, we had conciliation offers of agreements, but couldn't seem to get them to come to pass, you know, they were offered by the Commission on Human Rights

and, I believe, also the E.E.O.C. in '75. We had an arbitration. The Federation was offering for me. We lost that arbitration, but I was under the opinion that the Federation was backing me and thought that the intention of the contract wasn't as it was expected to be which is why they went into arbitration for me. Since that time, the Federation has not made any effort to do anything for the contract pertaining to this particular situation.

Q With respect to possibly conciliating this dispute, did you or the agencies to your knowledge make various suggestions of possible conciliations?

A I have.

Q Would you tell the Court what some of those suggestions are?

A From the very beginning, my offer was to pay the substitute's pay if I had to take days for religious observance that were not to be considered part of the contract for days off; accumulative leave.

(p. 1-17) Q To explain that, when you are absent—

The Court: I understand that.

By Mr. Rosen:

Q Is your pay significantly higher than a substitute's pay?

A Yes, sir. It was considered, I believe, at one time it might have been one two-hundredths of a year's salary and then later reduced to one one eightieth of a year's salary which became a considerable amount of money as the years went by, and my salary increased.

Q In addition to that proposal, were there any other proposals you were agreeable to to accommodate your needs as well as the Defendants'?

A Other suggestions that I offered were not to be allowed. The three days placed into the contract for religious observance that I was told was for the religious purpose of the Jewish population at that time in excess of three days of the year not to be deducted from annual leave. I offered to not have those three days, that I would just assume have all days taken from the annual leave off my time. The other one—

The Court: I'm wondering whether all these efforts of conciliation is relevant for me.

Mr. Rosen: The reason I'm offering this evidence, your Honor, is on the issue of reasonable (p. 1-18) accommodation.

The Court: Aren't we past that? The E.E.O.C. said you could sue.

Mr. Rosen: Yes, but the Defendants' obligation of reasonable accommodation is violated if they failed to make some reasonable effort—

The Court: You mean after the E.E.O.C. finished or before?

Mr. Rosen: At either point.

The Court: How long does it continue? What's the purpose of me sitting here?

Mr. Rosen: It has to do with prospective versus retrospective relief. If Defendants made a reasonable ac-

commodation, I suppose it would have no basis for prospective relief, but we claim both retrospective and prospective relief.

By Mr. Rosen:

Q In addition to taking away the special authorized leave and putting it all on annual leave, paying the substitute, were there any other proposals you can think of as you sit here?

A I had from year to year offered suggestions to the contract in writing so that it may be treated as other portions of the contract on personal leave time. I offered to make up any work if possible.

(p. 1-19) Q You were docked pay you've testified, Mr. Philbrook, but since the school year 1976-77, have you been docked any pay?

A No, not to my knowledge.

Q What is the reason for that?

A When I started to lose a considerable amount of money and my family began to drool, I couldn't afford to lose such an amount. I began to compromise so to speak. I would set up on appointment where I should have been in church observance either for the V.A. Hospital or for other medical reasons or just regular general sickness that may have occurred.

Q When you say you had set up an appointment, was this something you were obligated to do, to go to the V.A.?

A Yes.

Q Do you have other medical problems as a disabled veteran that makes you have to miss school days in any event?

A Yes, I do.

Q So, you schedule them on a religious holy day?

A Yes.

Q And then, in fact, did you also on some occasions actually go to work on a religious holy day?

A Yes, I have.

Q Do you regard that as a belief of your religious (p. 1-20) obligations?

A I certainly do.

Q How many days have you gone would you estimate?

A I really don't know how many. I would guess approximately six or so that may have fallen on school days.

Q Have you ever to the best of your recollection taken any personal business days for religious observance?

A Not that I can recall, no.

Q Why is that?

A The reason was I was trying to be in complete honesty with the contract; this is why I ended up going into work when I felt that I shouldn't be, because I didn't want to put down illness or whatever when it wasn't the case at that time.

Q Is it your understanding of the contract that you cannot use personal business days for religious holidays?

A I was told I couldn't.

Q As far as you can recall, have you ever taken any personal business days for any reason?

A I just don't remember.

Q Do you remember ever having taken a personal business day?

A I'm sure I have, but it must have been sometime ago.

Q Within the last six or seven days have you?

(p. 1-21) A I don't think so that I can recollect.

Q You have a fixed amount of annual leave as part of the contract, is that right?

A Yes.

Q Can you accumulate annual leave?

A Yes.

Q Do you have any accumulated annual leave?

A Yes.

Q Approximately how many days do you have?

A Approximately 80.

Mr. Rosen: May I have just a moment, your Honor, to see if I have any additional questions?

(Pause.)

Mr. Rosen: No further questions.

The Court: Any cross?

## CROSS-EXAMINATION

By Mr. Flynn:

Q Mr. Philbrook, do you remember what date you became a member of the Worldwide Church of God?

A I became a member in February of '68, I believe.

Q Was there some special event that affirmed your membership? How did you know you had become a member in February of '68?

A I felt I became a member at that time through baptism.

(p. 1-22) Q Are you still a member of this church?

A Yes, sir.

Q Does it have a church building?

A Not a particular church building for special purposes, no.

Q These holy days that are the subject of this lawsuit, where do you observe them?

A They can be in various—

The Court: No, the question is where do you observe them?

The Witness: Where do I observe them?

The Court: That's what he wanted to know.

The Witness: I observe them at times in the location of the church where it would meet or at home, or if I was to be at the hospital or wherever, I would observe it there.

By Mr. Flynn:

Q Well, on those days where you did not observe these holy days at the hospital or at your own home, where have you observed them, for example, other than those two in the year of 1983?

A It could be—

Q I'm asking specifically where?

A In Wallingford.

The Court: He wants the name of the place. (p. 1-23) Was it a street corner or hotel or restaurant or church, or cemetery?

A Well, we used the school.

The Court: He wants to know where you observed these holy days during '83 was it?

Mr. Flynn: That's correct.

The Witness: A couple of them in Meriden, the Junior Middle School; I believe that's what it's called.

By Mr. Flynn:

Q Were there other places?

A There were other places when I was sick or in some cases I went into work.

Q But, the only place then you would have had in 1983 observed them other than in your own home or at the Veterans Hospital would have been in Meriden, Connecticut at the Junior High School?

A I'm sure I believe that was the place.

The Court: Was that the place before he was teaching there?

The Witness: No, I don't teach there.

By Mr. Flynn:

Q Do other members of the church congregate, also, or did they in 1983 at the Meriden Junior High School?

A Some did, some went elsewhere.

(p. 1-24) Q On each occasion when you were at the Meriden Junior High School, were there other persons there?

A Yes, sir.

Q Was there any person in charge of the observance of the religious holy days when they were taken under observance at the High School or Junior High School in Meriden?

A There would be a minister that would be in charge.

Q Who was he?

A It may have been Mr. Wooldridge.

Q Do you remember who it was?

A We are talking about 19 —

Q Nineteen eighty-three.

A No; 1983 I walked out and went to work, and my wife and children remained, I'm sorry.

Q So then, you did not attend any services in 1983 at the Junior High School?

A Not at the high school, no, I didn't.

Q The exhibits that Mr. Rosen asked you about, Exhibits 12 and 13—

Mr. Flynn: Might I have those, your Honor?

The Court: Sure.

By Mr. Flynn:

Q Showing you first, Mr. Philbrook, Exhibit 12, God's Sacred Calendar, can you tell us where you got that (p. 1-25) publication?

A It was a long time ago, but I think it came out of Ambassador College in Pasadena.

Q Is this college associated with your religion?

A Yes, sir.

Q With respect to Exhibit 13, do you know where it came from?

A It would be the same place, sir.

Q Are you sure of that?

A They have publishing houses and so forth there, but I know they all come from the Worldwide Church of God based in Pasadena.

Q My question, I guess, is where did you get your copies? Do you know for sure that you sent to Ambassador College for them?

A Yes, sir; Ambassador College—at that time Radio Church of God.

Q Was that a prior name of this church when you speak of Radio Church of God?

A Yes, sir.

Q Is there a particular portion of either one of these exhibits which you say prevents you from working on these days?

A In its teachings and writings, yes, sir, it would be.

(p. 1-26) Q Are you able to tell us quickly where that is by reference to either one of these exhibits, either as to page or paragraph?

A I wouldn't be able to tell that only except to have the Scriptures themselves.

Q When you say that then, Mr. Philbrook, is there some Scripture reference that you have that requires this?

A Yes, sir.

Q What is that?

A It explains that I believe in Deuteronomy, approximately the 16th chapter; Leviticus, approximately the 16th chapter, the 23rd, 24th, and 25th chapters.

Q Is there anymore?

A I don't remember if I mentioned Exodus, the 12th chapter, 16th chapter. Then, going into the New Testament, Apollos on through those particular Scriptures and the spiritual significance, three of the Gospels, at least Matthew, Luke, John.

Q Those are the particular portions of those Gospels that you are talking about because they are quite lengthy, aren't they?

A They are, sir, and I would have to go back to them to refer to some of them.

The Court: May I interrupt and ask you whether in the Old or New Testament are you saying there (p. 1-27) are prohibitions to the members of working servile anywhere?

The Witness: Yes, sir.

The Court: Thank you.

By Mr. Flynn:

Q Are these days mentioned in the Scripture passages that you refer to?

A The occasion of holy convocation is mentioned.

The Court: My question is also as Mr. Flynn's is, I asked whether there was specific prohibitions in these various passages that prohibits you in your religion from doing any servile work? If I looked at all of them, would I find some?

The Witness: Yes, sir.

The Court: Do they mention them by days of the week or month or year?

The Witness: They mention them more by seasons, sir, based on the Hebrew calendar.

The Court: Would it be hard to determine what day during the season you would take as a holiday?

THE WITNESS: No, sir, because they tie it in with the Hebrew calendar, which part of it is outlined in this particular book.

The Court: Then, there is a date then by referring to the Hebrew calendar?

The Witness: There is, sir.

(p. 1-28) The Court: A day when you are not supposed to do servile work?

The Witness: Yes, sir.

The Court: Thank you. Is there some kind of concordance between the Hebrew calendar and our calendar so you can get the right days?

The Witness: Yes, sir.

The Court: Thank you.

By Mr. Flynn:

Q Do you specifically make any reference to the Hebrew calendar to determine that right day?

A I don't have to, because we are told at the church services when they are coming up anyway. I can, of course, —

Q Who would tell you at the services?

A It could be on a bulletin board or it could be a sermon speaker or sermon speakers.

Q Would these services that you are talking about occur on a Saturday?

A They occur on the Sabbath; a Saturday or sometimes during the Bible Study.

Q I see, and where are these held; also at the High School in Meriden?

A Some of them, it depends where it is. It might have a special social that might follow. It could be in one (p. 1-29) of the other school areas. It could be in a —

Q Have there been other places other than that high school in the year 1983 that you attended and where these admonitions to observe certain holidays were given and refrained from gainful work?

A There have been, sir.

Q What other places were involved?

A Well, I have attended up in Maine quite often during the summer vacation. I have visited in New York State and attended there, but we have been taught those. We know when they are coming basically by a calendar that can be issued to the membership.

Q In the year 1983, when did you get the calendar for those days which you would be required to refrain from any gainful work?

A You can right at the church headquarters.

Q I'm asking you when you got yours?

A I didn't get one, sir.

Q Then, when did you find out what days you would have to observe in the year 1983?

A I had found them out through church services.

Q What particular services in 1983 did you find that out, what month did it occur, and where was it?

A If it was a Passover service, it would be during that particular time, let's say, in March or April when (p. 1-30) that would come up. It depends on the season.

Q I'm asking you what dates it was that you found out you had to abstain from work on certain weekdays?

A I wouldn't remember these exact dates.

Q Do you remember who would have told you or who would have posted it?

A I wouldn't have any knowledge who would post it at times.

Q Did you see it in Meriden at references there when attending services at the Junior High School?

A I really do not remember. I've seen it in so many places.

Q With respect to your situation since the school year 1976-77, — I am talking now of the school year that would have commenced in September of '76 and gone through to the end of school in '77, — is it your testimony that that year you stopped taking additional days beyond the three permitted to you with pay in the contract?

A I did not attend Sabbath services on those holy convocations over and beyond those three.

Q I see, and it's your testimony that you followed the same procedure in 1978-79 school year and the ensuing school years up until the present time?

A I believe I have, sir.

Q Well, is that your testimony?

(p. 1-31) A Yes, sir.

Q You mentioned scheduling visits to the Veterans Hospital on some of these occasions?

A On some.

Q What was the purpose of that?

A I am being treated as an out patient at the Veterans Hospital, and there are certain times when my appointments would meet in clinician. That only meets in clinician on certain days. If they felt during a time when a holy day service was to be held and it conflicted with the school schedule, I would compromise for that reason.

The Court: Compromise by without observing?

The Witness: I would not attend the church service, but at the same time, I did not have to do the servile work that was for my occupation.

By Mr. Flynn:

Q Did you schedule these appointments in order to take advantage of some other part of the contract which would give you a day's pay for illness?

A I scheduled them in order to fulfill my obligation medically. I still couldn't fulfill my obligations as far as the church service was concerned.

Q Is there any particular reason why some of these medical appointments were scheduled on the same days as these holy days?

(p. 1-32) Mr. Rosen: Objection, asked and answered.

The Court: He might give another reason.

You may tell us if you can.

The Witness: Will you repeat the question?

Mr. Flynn: I'll ask the reporter —

The Court: No, you do it counsel; it's quicker.

By Mr. Flynn:

Q Was there any particular reason why you scheduled these days for V.A. visits at the Veterans Hospital on holy days?

A None other than what I have previously stated.

The Court: Are you finished counsel?

Mr. Flynn: No, your Honor.

The Court: I didn't realize you were sitting down. It makes me think of a Congressional investigation when everybody is sitting; no one stops talking. If you stand, you have to stop once in awhile, so stand.

Mr. Flynn: Your Honor, then, let me stand.

The Court: I don't mind you sitting down to consult, but questioning from the chair is not the way lawyers do it, as you know.

By Mr. Flynn:

Q Mr. Philbrook, with respect to your situation since you — running back until 1983, let's say until 1974, (p. 1-33) on those occasions where you took more days for religious observances than were permitted by the Collective Labor Contract governing the teachers in Ansonia, were you threatened with any reprisals or dismissals?

A No, sir.

Q With respect to the year of 1976, — I'm talking now about the calendar year — can you tell us about how much money you lost in pay by the inability to take additional days with pay to observe your religious holy days?

A I don't remember without looking at the documents, sir.

Q You have documents that would refresh your recollection?

A Not personally I don't.

Q Would you know approximately what percentage that amount was of your entire annual salary?

A One one hundredth of my salary comes to mind, but I'm not exactly sure if that's changed.

Q Mr. Philbrook, in 1976, were there any days that you had taken as holy days that you were not paid for?

A I don't remember, sir.

Q In 1975, were there any days that you had taken as holy days that you were not paid for?

A I don't remember the last year. It was somewhere (p. 1-34) around 1975, but I just don't remember for sure.

Q In the year 1974 — and I speak of the calendar year — were there any days that you had to take as religious holy days that your employer did not pay you for that occurred on school days?

A I'm not sure. I believe there must have been.

Q You are not sure?

A It would all be in the record.

Q Mr. Philbrook, would you know whether or not the loss in any year you are talking about would have to exceed more than the percent of your annual salary?

A No, sir, I couldn't tell you that.

Q But, your claim is that whatever you lost placed an undue burden on you in the practice of your religion?

A Yes, sir.

Mr. Flynn: I have nothing further at this time, your Honor.

### CROSS EXAMINATION

By Mr. Sullivan:

Q Mr. Philbrook, I would like to show you Defendants' Exhibit B, and this is a letter signed by James R. Rosenthal, is that a name you recognize?

A Yes, sir.

Q Is this a letter you solicited from the Worldwide Church of God in or on behalf of your Complaint filed with (p. 1-35) the Commission on Human Rights and Opportunities?

A I don't know whether I solicited it or not, sir.

Q Do you recall whether or not that's something you provided to the Commission?

A I don't remember whether I provided it or somebody from the Commission asked.

Q Now, this letter states, Mr. Philbrook, that possible sanctions against a member of the Worldwide Church of God for not observing religious holy days is loss of eternal life, that that is a —

The Court: Life?

By Mr. Sullivan:

Q — eternal life as a member of the Worldwide Church of God; do you agree with that statement?

A Repeat the question, please.

Q The letter states — perhaps you would like to quickly look it over.

(Pause.)

By Mr. Sullivan:

Q Have you read the letter, Mr. Philbrook?

A Yes, sir.

Q The letter states — and this is the letter of Mr. Rosenthal, a minister of the Worldwide Church of God — and I quote, "We stress the keeping of these annual and weekly days in the firm belief that their observance is (p. 1-36) required as a precondition to the receiving of the gift of eternal life"?

A Yes, sir.

Q Now, do you agree with that statement as a member of the church?

A Yes, sir.

Mr. Sullivan: I have no further questions, your Honor.

## REDIRECT EXAMINATION

By Mr. Rosen:

Q Mr. Philbrook, you were asked by Attorney Flynn about the amount of absences, if any, because of observance of holy days. Did you make a record of when you were absent for observance of holy days?

A Yes, sir.

Q When you marked on school records that you were absent because of religious holy days, was that invariably accurate?

A Yes, it was, sir.

Mr. Rosen: Thank you. No further questions.

The Court: You may step down, sir.

(Witness excused.)

The Court: We have to confer about your case for the Plaintiff.

Mr. Rosen: One more witness, your Honor; the (p. 1-37) investigator from the Commission on Human Rights and Opportunities who I expect to have on direct for approximately five to ten minutes. Shall we do that and then we can eat?

Mr. Julianelle, please.

BRUCE E. JULIANELLE, called as a witness by the Plaintiff, being first duly sworn by the Clerk, was examined, and testified on his oath as follows:

The Clerk: Please be seated. Would you state your name and spell your last name for the record.

The Witness: Bruce Julianelle, J-u-l-i-a-n-e-l-l-e.

The Court: Do it, again, for me.

The Witness: J-u-l-i-a-n-e-l-l-e.

The Court: Thank you.

The Clerk: Your home address, please.

The Witness: One sixteen Cherry Lane, West Haven.

## DIRECT EXAMINATION

(p. 1-38) By Mr. Rosen:

Q Mr. Julianelle, by whom are you employed?

A Connecticut State Commission on Human Rights and Opportunities.

Q Your job is what, sir?

A Presently Regional Supervisor.

Q In the period 1974 to 1976, your job was what?

A Representative.

Q Were you the representative involved in this case?

A Yes.

Q Can you tell the Court briefly, sir, what efforts — withdrawn.

On behalf of your agency, did you make a preliminary determination with respect to this case when it came to your attention?

A Yes.

Q What was that preliminary determination?

A That there was reasonable cause to believe that an unfair employment practice was committed.

Q Based on that preliminary determination, what efforts did you then make?

A We endeavored to conciliate with both respondents, and we made a proposal via a conciliation agreement, and our endeavors to conciliate were, as you know, unsuccessful.

Q In addition to the proposal that you made — (p. 1-39) withdrawn.

Is that proposal part of the file which has been marked as Exhibit 16?

A Yes, it is.

Q And in addition to that proposal, did you explore other possible conciliations?

A I believe the conciliation agreement contained a proposal that would have reconciled the problem.

Q Were you able to effect a conciliation?

A No.

Q Why not?

A Because the respondent was not amenable to our proposal.

Q Respondent meaning who?

A Both the Board and the Union, primarily —

Mr. Rosen: No further questions.

The Court: Primarily?

The Witness: I was going to say primarily the Board.

Mr. Rosen: No further questions.

The Court: Any cross?

### CROSS EXAMINATION

By Mr. Flynn:

Q Mr. Julianelle, do you remember having a discussion in 1974 with Katherine Roberts?

(p. 1-40) A Yes.

Q Do you see Mrs. Roberts here today?

A Yes.

Q And whether or not you can tell me and the Court whether she was an officer of the Union at that point?

A Yes, she was.

Q Is that the reason you had a discussion with her?

A Yes.

Q And isn't it true that she did agree to conciliate in this matter?

A I don't recall that.

Q You don't remember?

A I don't recall that, in fact, I think if there was a problem that the Union could not unilaterally conciliate the matter because there was a Collective Bargaining Agreement involved.

Q But, my question is, she as far as the Union was concerned on its side of the equation indicated a willingness to conciliate this matter?

A I think at this point there was some support in our proposal.

Q May I see your file which you brought?  
(Handing.)

By Mr. Flynn:

Q Can you tell me where in this file the issue (p. 1-41) broke down as to where the Board of Education stood with respect to your proposed conciliation agreement?

A I have before me a conciliation agreement and both the Ansonia Board of Education and the Federation of Teachers are cited as respondents, Mr. Philbrook as complainant. In this document, there is a proposal.

The Court: He wants to know where it broke down, isn't that the question?

Mr. Flynn: That's the question.

A At this point in time, let me see, — you want a date?

Q Yes, and I want to know if you have any documents to indicate how it broke down.

A Excuse me for a second. It broke down in April of '74, April or May of '74; I don't have a specific date.

Q What events happened in April of 1974 to cause this to breakdown?

A We formally endeavored to conciliate with both respondents. There was an objection to the proposed terms of the conciliation.

Q By whom?

A By the Board of Education.

Q Where is that reflected in your file? Was there a letter to that effect?

A I can't put my finger on it right now. There was (p. 1-42) correspondence from Attorney Lyons who was representing the Board. There was a letter dated May of '75 from Commission counsel to James Lyons, attorney for the Board, and I think subsequent to this letter, it broke down permanently. This was another effort to resolve the matter with the Board of Education.

Q So, you weren't able to make any progress then with the Board of Education?

A No.

Q And that's where it broke down?

A Yes.

Q Isn't it true subsequently to that you determined you had no jurisdiction in this case anyway because the statute did not permit you to undertake cognizance of allegations of religious discrimination?

A That's true.

Mr. Flynn: I don't have anything further.

#### CROSS EXAMINATION

By Mr. Sullivan:

Q Mr. Julianelle, you've indicated that the Commission determined that it had no jurisdiction in this matter, is that correct?

A Yes, pursuant to the Connecticut Supreme Court's decision in *Corey versus Avco*, A-v-c-o.

Mr. Sullivan: Your Honor, based on that (p. 1-43) testimony, I move this witness's testimony be stricken. I don't see the competency of this witness to testify with regard to any of the issues in this case in view of the fact that the Commission for which he works has no jurisdiction over a claim of religious discrimination.

The Witness: Could I answer that?

The Court: No.

Mr. Rosen: Your Honor, in the first place, this agency was operating for what's called a deferral agency for the Federal Equal Opportunity Employment Commission.

The Court: If counsel is correct that they had no jurisdiction whether or not they decided to try to do something or not is sort of wasted time.

Mr. Rosen: The relevance, your Honor, is that the Defendant School Board here was offered with specific proposals, was offered to have an accommodation which it refused to take. The fact that it was made an official agency seems to me almost gilding the lily.

The Court: If the Supreme Court of Connecticut says they shouldn't get in this business at all because they weren't allowed to doesn't —

Mr. Rosen: The point is, however, that the Board refused to modify its position.

The Court: That might be a fact, but if the (p. 1-44) Board of Human Rights — whatever the title is — accord-

ing to the highest court in Connecticut had no business getting involved, then we are out of business altogether, aren't we, as far as this witness and whatever he says?

Mr. Rosen: No. Well, —

The Court: You say it has some relevancy?

Mr. Rosen: Yes.

The Court: Maybe it has some relevancy. Can the witness step down now? Are you finished?

Mr. Sullivan: Will there be a ruling on my objection?

The Court: I'll reserve.

Mr. Rosen: I have brief redirect.

#### REDIRECT EXAMINATION

By Mr. Rosen:

Q Mr. Julianelle, why don't you tell the Court what was the basis for you taking any effort if, in fact, the Connecticut Supreme Court held that you should not be covering religious discrimination?

A *Corey versus Avco* decision —

The Court: Please. The Court is not interested in the legal —

A They did not preclude the Commission from investigating or stating — we did not have jurisdiction in religious cases — they said we could not enforce the (p. 1-45) reasonable accommodation principal in religious cases.

By Mr. Rosen:

Q Did the Ansonia Board of Education as far as you know indicate to you or to anybody that it was willing to make any accommodation other than what it had already made to Mr. Philbrook's religious convocations?

A They never made any formal proposal to resolve the matter with the Commission on Human Rights.

Q The risk that it may have without saying, what is Exhibit 16?

A It's a case file on the Philbrook case, the entire case file.

Q Of your agency?

A Right.

Q Does it contain in it as well some documents from the Equal Opportunity Commission?

A Yes, it does.

Mr. Rosen: No further questions.

The Court: That's all? Thank you, sir.

(Witness excused.)

Mr. Rosen: Your Honor, Plaintiff rests.

\* \* \*

(p. 1-47) ROBERT ZURAW,  
called by the Defendant Board of Education, being  
first duly sworn by the Clerk, was examined and tes-  
tified on his oath as follows:

The Clerk: Please be seated. Would you state your  
name and spell your last name for the record.

The Witness: Robert Zuraw, Z-u-r-a-w.

The Clerk: Your home address?

The Witness: Twenty-five High Acres Road, An-  
sonia.

### DIRECT EXAMINATION

By Mr. Sullivan:

Q Mr. Zuraw, you are an employee of the Ansonia  
Board of Education, are you not?

A Yes, I am.

Q What position do you hold in the School System?

(p. 1-48) A Superintendent of Schools.

Q As Superintendent of Schools, do you have any  
responsibility with regard to the monitoring of the Col-  
lective Bargaining Agreement covering teachers?

A Yes, I do, sir.

Q What responsibilities would you have specifically  
with regard to the use of personal leave days by teachers?

A Right now I am the one who will approve the use  
of personal days.

Q So, if I understand your testimony, there is some  
process for monitoring the use of those days under the  
contract?

A Yes, there is.

Q Would you describe for the Court what that pro-  
cess is?

A According to the contract, people do have three personal days; one at their discretion where they must notify the Principal or their superior 48 hours prior to taking the day using the form we have developed, the other two days 48 hours notice to me, and I give it to them. They take it with prior approval. There is a card where the teacher notes the date she wants and the purpose or reason for taking the day off. These cards —

Q Excuse me, I just want to show you Defendants' Exhibits A and ask you whether or not these are (p. 1-49) representative of the cards that teachers fill out?

A Yes, this is not the one requesting a personal day. This is a record of attendance.

M. Flynn: Could the witness raise his voice?

The Court: Yes.

A It's a record of attendance. They are the yellow cards.

BY MR. SULLIVAN:

Q Are those the yellow cards?

A These are the yellow cards. The cards I'm talking about are the white cards.

Q So, a teacher fills out a card?

The Court: What you showed the witness was "A" to "D", and they are not the cards?

Mr. Sullivan: Those are not the white cards to which the witness testified, your Honor.

The Court: Very good.

BY MR. SULLIVAN:

Q Mr. Zuraw, what happens to a white card when the witness fills that out — rather when a teacher fills that out?

A What will happen is that if it's the one day that is discretionary, they will give it to the Principal, and the Principal will approve it. If it's a day I must approve, it comes through interdepartment mail to our office. I (p. 1-50) review it, and then notify the girl to contact the professional staff member and tell them we are approving it or we are not going to approve the date. The other case would be to approve it without pay.

Q Now, the Collective Bargaining Agreement covering teachers which is Plaintiff's Exhibit 11 indicates that the three days about which you are speaking are used for necessary personal business?

A Yes.

Q How do you determine in a given case what constitutes necessary personal business?

A Well, it would be business that is not listed in the contract. There are several items listed in the contract that would be personal business — which is not listed in the contract — which the professional staff member must do and the only time available to do it is during a school day.

Q Now, what do you do, if anything, Mr. Zuraw, if it's determined that a teacher utilized a personal day for something which in your judgment would not constitute necessary personal business?

A With the notification, what we would do is notify that person, that I do not consider it to be a necessary personal legitimate day I guess you might say, and the use of this day with pay is denied, and if they take it, they (p. 1-51) will be docked a day's pay.

Q Mr. Zuraw, we have had testimony — and, of course, Plaintiff's Exhibit 11 indicates — also that the contract provides three days per teacher for religious observance?

A Yes.

Q We have also had testimony from the Plaintiff in this case, Mr. Philbrook, that in a given year, he may be required to utilize more than three days for mandatory religious observance?

A That is correct.

Q What steps, if any, has the Ansonia Board of Education taken to accommodate Mr. Philbrook in his need with regard to religious observance beyond the three days allowed in the contract?

A We have allowed him to take those days without pay.

Q Now, have there been any other teachers to your knowledge in the Ansonia School System who have had a problem similar to Mr. Philbrook's with regard to religious observance?

A Yes, there is one other teacher who is now retired.

Q Do you recall the name of that teacher?

A Mrs. Mildred Webber.

(p. 1-52) Q Do you recall what religious faith she belonged to?

A The Jewish faith, I guess you would call Orthodox Jewish faith.

Q What was Mrs. Webber's particular problem with regard to religious observance?

A Well, she also celebrated more than three days. She celebrated in some cases five days, six days and was then docked those days in excess of three.

Q She was allowed to take the days beyond three off without pay?

A Right.

Q Mr. Zuraw, as Superintendent of Schools, are you familiar with the administrative steps that are taken in covering a teacher's class when the teacher is not present?

A Yes.

Q Would you describe for the Court what happens, for example, in the case of Mr. Philbrook when he is absent for reasons of religious observance dates?

A When the teacher is absent, he or she will call the answering service. We have an arrangement with an answering service which then contacts people that we have on our substitute list to substitute for that day. What we'll have is we have people who are certified teachers, some who are college graduates that we have had certified. (p. 1-53) We also have been able to certify some people with two years or more or even less than two

years of college. By sending information to the State Department of Education, we can get temporary certification for them as substitutes.

Q Now, in the case of a business teacher like Mr. Philbrook, is there any difficulty in getting another business teacher as a substitute to take his classes?

A Yes, there is, in fact, there is difficulty getting any substitutes. We have had a very difficult time in the last three or four years covering our classes with substitute teachers.

Q And, again, in the case of Mr. Philbrook, have you been able to on any occasion that you can remember get a substitute teacher who was able to teach business or was certified as a teacher in that area?

A Thinking back, we probably have had very few. I would guess the majority of them are not certified in business.

Q As Superintendent of Schools, do you have an opinion regarding the quality of teaching in a business class when you do not have a substitute who is a business teacher?

Mr. Rosen: I object unless it's tied into his experience or observation.

The Court: Well, I assume that's what it all (p. 1-54) is.

Do you have any experience or observation to answer the question?

The Witness: I do know what happens in most classes when we do not have qualified people substituting. I've known it as having experience as a Principal.

BY MR. SULLIVAN:

Q Prior to becoming Superintendent, you were Principal?

A Right.

Q And as Principal, you've had experience in dealing with whatever problems arose when substitutes take over the classes of regular teachers?

A Yes.

Q So you understand what problems occur?

A Yes.

Q Would you describe for the Court precisely what kinds of problems occur in the case of filling Mr. Philbrook's classroom with a substitute teacher?

A Well, most cases and I will say in almost all cases, it is very difficult to get any teaching done or more importantly learning done particularly at the high school level. Discipline can be difficult. Teaching subjects such as typing or bookkeeping, that can be very difficult for a person who does not have any experience and (p. 1-55) adds problems with the Business Department, particularly that type of department because of the fact that we have probably thirty, forty thousand dollars worth of very valuable equipment there in typewriters and what not, and we do have the problem of damage when we have

teachers who are not the regular classroom teachers. When we have substitutes, we have a great deal of damage and quite a bit of fooling around, I guess you could call it. It's not a very sound educational setting.

The Court: Not attributable to the man or woman but to the students?

The Witness: To both, in other words, it's a very difficult thing to do, and you have children at that level knowing you have a substitute it becomes very difficult to accomplish very much.

The Court: My question was addressed to the damage. Damage would be done by the pupil?

The Witness: Yes, because there is lack of supervision.

BY MR. SULLIVAN:

Q And the lack of supervision in your judgment would be caused by what?

A It's caused by having in that classroom a person who is not adequately prepared and cannot cope with the situation.

(p 1-56) Q You've indicated on occasion that apart from getting a qualified substitute, for example, in the area of business, you've, indeed, had difficulty getting anybody to fill certain classrooms, is that a fair summary of your testimony?

A Yes, it is. In particular, in the high school we have a great deal of difficulty getting substitutes at the high school level.

Q Mr. Philbrook is teaching at the high school level?

A Yes. We do manage to get substitutes in the primary level grades, intermediate. When we get to the upper elementary, 7th and 8th and high school, it's very difficult, in fact, a situation exists many a day in the high school where we may have three or four classes not covered. We have someone covering three or four classes sitting in the cafeteria, it ends up being a study period, and we have probably 60, 70 children sitting in a cafeteria with one person supervising the study or whatever you want to call it. It's very difficult to get substitutes.

Q Does instruction take place when the kids are in the cafeteria?

A No.

Q Has there been occasion when the high school could get a person who substituted for Mr. Philbrook when (p. 1-57) he's been absent?

A That I couldn't answer. I know there are substitutes. Where they put the substitutes, I don't know. In many cases we have had six or seven people absent at the high school level, and we have had two or three subjects that were actually short, and by the administrator moving people, they could cover some of the classes. I'm not sure if it's his class they covered or ones they don't. It's difficult to answer.

Q Mr. Zuraw, with regard to the three days covered in the Collective Bargaining Agreement for religious observance, can you tell me last year in the 82-83 school year how many teachers utilized all of their allotted leave for that purpose?

A There was only one. Eight teachers used religious days but only one used all three, and that one teacher was Mr. Philbrook.

Q With regard to the three days allotted in the contract for necessary personal business, can you tell the Court how many teachers last year utilized those three days, all of those three days?

A We had two teachers use all three days.

Q How many teachers do you have in the School System, Mr. Zuraw?

A We run around 150.

. . .

(p. 1-62)

[CROSS-EXAMINATION OF ROBERT ZURAW BY MR. ROSEN]

Q Now, the personal business leave provision of the contract allows a teacher three days per year, is that right?

A That is correct.

Q You were explaining to your counsel the review and approval procedure for use of these three days, is that right?

A Yes.

Q Did I understand you that you review a card completed by the staff member?

A Yes.

Q And based on the information on the card, you either approve or disapprove?

A Yes.

Q What does the teacher need to disclose in order (p. 1-63) to gain approval for use of a personal business day?

A Well, it can be stated in rather general terms. Education is something like legal business, legal family business, I mean, it doesn't mention whether it's a divorce hearing or what not. It says legal family business.

Q In fact, it's sufficient for the staff member simply to say "personal business"?

A No, it is not.

Q Have you approved —

A I'm sorry, that is the first. I recall there are three days; one day where it is at their discretion, the other two days with my prior approval.

Q Is your approval noted in the box where it says "Approved", "Not Approved"?

A Yes. These people you have are aids, and they have a different contract. They are not teachers. Certain contracts do not read — it says just personal business, and they have it. It depends on what union you belong to and what contract you have. They have different provisions.

Q Is this individual whose card I'm showing you an aid or school teacher?

A That is a teacher.

Q Did you approve that person's personal business leave?

A Yes, that's the one day and we make note of that (p. 1-64) one day without a reason.

• • •

(p. 1-67) [CROSS-EXAMINATION OF ROBERT ZURAW BY MR. FLYNN]

Q In the time that you have been Superintendent of Schools, have you paid any other teacher beyond three days for religious holy days?

A I have not, in fact, the only other person I mentioned was Mrs. Webber who retired, I think, a year or so prior to my taking over as Superintendent.

Q So, your testimony then is that Mr. Philbrook who is the Plaintiff in this case in that regard then is not treated any differently than any of the other employees?

A He is not treated any differently.

Q Other than the docking of Mr. Philbrook's pay, have you made any threats or in any way tried to intimidate him over those?

A No, I have not.

Q Is your answer "no"?

A No, I have not.

The Court: Plaintiff hasn't testified to anything about that.

By Mr. Flynn:

Q Mr. Zuraw, how many days out of the three hundred and sixty-five do teachers in the Ansonia School System work? How many days are they required to work?

A We have one hundred eighty days in the school year, and they may be called in two days prior to the start (p. 1-68) of the school for workshops.

Q So then, the maximum number of days they would be required to work is one hundred eighty-two?

A That is correct.

Q Mr. Zuraw, with respect to other provisions of the contract, for example, with respect to the provisions of the contract which relate to funerals, suppose some teacher's spouse dies, do you know how many days are permitted of leave for that teacher after that?

A I believe it's five days, yes, five.

The Court: In the contract?

The Witness: By the contract, yes, each time.

By Mr. Flynn:

Q If a teacher hasn't used his or her three personal days, are they permitted to tack on those personal days to the five days that they have for the funeral?

A No, they are not.

Mr. Flynn: I have nothing further, your Honor.

The Court: That's it, gentlemen?

Mr. Sullivan: Just briefly, your Honor.

## REDIRECT EXAMINATION

By Mr. Sullivan:

Q Mr. Zuraw, you indicated if I understand your testimony in response to Mr. Flynn's question, the three (p. 1-69) days in the contract allotted for necessary personal business may not be used for one of the specific reasons stated in the contract, for example, funeral leave, is that your testimony?

A It's in the contract that way, yes.

Q You testified in response to a question from Mr. Rosen that one of the three days for necessary personal business for one of these days the teachers need not have a reason for taking that day, is that correct?

A That is correct.

Q May one of these days be used by a teacher for one of the reasons specifically listed in the contract?

A No, it cannot be used for one of those reasons.

Q So, even now a teacher need not state the reason, it can't be any reason of necessary personal business that teacher might have, is that a fair statement?

A Yes, it cannot be any of these that are listed in the contract, same limitation applies to that day.

Q What steps, if any, have you taken as Superintendent of Schools to insure that teachers do not use that one day for which no reason may be stated for a specific reason listed in the contract?

A I have contacted certain people who on occasion I suspected that happened,—the day might have been used

for one of those that it is not specifically listed—I (p. 1-70) have contacted the people, I have sent them letters, I had brought them in, I had discussions with them. The question that I cannot ask them is what the day is, but I can tell them it cannot be one of the six that are stated in the contract.

Q If, in fact, you find that a teacher has utilized that one day for one of the reasons specifically listed in the contract for which days are separately allotted, what action, if any, would you take?

A If I found out, they would be deducted a day's salary for that one day.

Mr. Sullivan: Thank you. No further questions.

## RECROSS EXAMINATION

By Mr. Rosen:

Q Mr. Zuraw, do you know what measures, if any, were taken prior to your becoming Superintendent—

The Court: This doesn't sound like recross examination. Is it?

Mr. Rosen: Yes. I thought I was following up one of the questions—

The Court: Really, then, I missed it. Go ahead.

By Mr. Rosen:

Q What steps were taken prior to your becoming (p. 1-71) Superintendent as to any of the supervision that you just testified to of personal leave?

A I couldn't answer—it's probably the same thing, I don't know.

\* \* \*

(p. 1-99) [DIRECT EXAMINATION OF DENNIS GLEASON BY MR. FLYNN]

Q And whether or not you have any personal knowledge as to whether any proposals were made by the Ansonia Federation of Teachers to the Ansonia Board of Education to give them additional days?

A There have been proposals made.

Q How many do you specifically recall?

A I can specifically recall at least—at least two.

Q What did you propose to the Board of Education?

A The major thrust of our proposal was simply to allow the expansion of the three days allowed to a total by (p. 1-100) incorporating the three personal leave days.

Q Did the Board of Education at any point in time agree to this?

A They did not.

Q And whether or not you can tell us whether you have any knowledge that under the way the contractual provisions have been implemented whether anyone else has gotten paid for more than three religious days from 1974 on?

A To the best of my knowledge, this has not happened.

\* \* \*

(p. 2-9) RONALD PHILBROOK,  
recalled as a witness by the Plaintiff, resumed the witness stand, testifying further on his oath as follows:

# DIRECT EXAMINATION

By Mr. Rosen:

Q Mr. Philbrook, are there procedures that you follow to minimize the problems of your absence and the problems of having a substitute replace you?

\* \* \*

(p. 2-11) Q Tell me, for how long have you been using the procedure that you now use?

A The procedure we now use—

The Court: Not we, you I think.

A (Continuing) The procedure I use now with the answering service, I don't remember when that came into existence.

By Mr. Rosen:

Q Has it been some number of years?

A Yes, sir.

Q Can you tell me what procedure, if there is any, that you have been following consistently for the last several years?

A Ever since I have been into teaching, my procedure is that I teach a skilled area; typewriters, machinery or whatever. It is a production-type course so there-

fore, I usually use a procedure with my students that their material was given to them throughout folders or on (p. 2-12) the bulletin boards or on the blackboard.

I also have a procedure that if anybody substitutes for me, that they leave me a message containing how the class was conducted and also, the attendance record of each class.

Q All right. Is it possible for you to determine with that procedure whether any learning has gone on in your absence?

A Yes. It is.

Q Have you observed over the years whether or not learning does occur and has occurred during the days that you are absent?

A Yes, because it would be in a skill area. It is an ongoing production.

Q Has significant learning occurred during the days that you have been absent?

A Yes.

Q Do these procedures that you have permit you to know whether or not the students have been taken out of the classrooms and put into the cafeteria or other setting that was discussed yesterday?

A I can know that for a fact, yes, sir.

Q Has that ever happened?

A Never to my knowledge.

Q Well, the question, would you know?

(p. 2-13) A Never as a fact. It has never happened in my class.

Q That's something that you have that your procedures do permit you to know?

A I know that, yes.

Mr. Rosen: That's all.

The Court: Any cross?

### CROSS EXAMINATION

By Mr. Flynn:

Q What procedures do you have that permit you to know where your students are in the school when you are not there?

A My procedure has always been —

The Court: He wants to know what procedure you have that gives you the knowledge as to what the students did or didn't do in your absence. Wasn't that the question?

By Mr. Flynn:

Q That's it exactly.

A The lesson plans and the notes from the substitutes.

The Court: The plans wouldn't tell you what happened in your absence, would they?

(p. 2-14) The Witness: Yes, sir. They would.

The Court: They would?

The Witness: Yes, sir.

The Court: That's better than the plans of mine. That's better than the best laid plans of mice and men. Do you remember?

The Witness: Yes. I do.

The Court: But anyway, you know it?

The Witness: I know it, sir, from the skilled area. It is an ongoing production, right, what I teach.

By Mr. Flynn:

Q Who prepares the plans?

A I do.

Q Then how do you know from the plans that were prepared prior to your absence what happened at the time of your absence by looking at them after your absence?

A Because of the productions papers and work that comes into me completed that had to be done during my absence.

The Court: Then it would be known from something that resulted afterwards?

The Witness: Yes.

The Court: The results?

The Witness: I can know it from results, right.

(p. 2-15) Mr. Flynn: I have nothing further.

The Court: Counsel?

Mr. Sullivan: No questions, your Honor.

(Witness excused.)

\* \* \*

PLAINTIFF'S EXHIBIT 1 (EXCERPTS)  
FILED IN THE DISTRICT COURT ON  
DECEMBER 12, 1983

AGREEMENT

between the  
ANSONIA BOARD OF EDUCATION  
and the  
ANSONIA EDUCATION ASSOCIATION  
affiliated with the  
CONNECTICUT EDUCATION ASSOCIATION  
and the  
NATIONAL EDUCATION ASSOCIATION

covering the period  
May 3, 1966 to May 2, 1967

\* \* \*

ARTICLE IX

SICK LEAVE

A. All certificated professional employees shall be granted annually fifteen days of sick leave with full pay. Beginning with the school year 1966 the accumulation of unused sick leave shall be at least 90 days and may be increased at the discretion of the board.

B. For absence for sickness beyond granted leave, employees shall receive the difference between their substitute's pay and their regular salary.

C. In the event of absence of a teacher for illness in excess of five (5) consecutive working days, the Board may, if it has reasonable cause to believe that there is an abuse of sick leave policy, require an examination by an independent physician, such examination to be at the Board's expense.

ARTICLE X  
LEAVES OF ABSENCE

A. Each member of the professional staff shall be entitled to five (5) days leaves of absence with full pay for personal and or legal reasons.

B. The board, at its discretion and in accordance with its long-standing practice, may grant additional paid leave to teachers who have exhausted their allowable accumulated leave under existing policies and in extra-ordinary circumstances.

C. Application for leave in the provisions of Section A and B above shall be made to the immediate supervisor at least twenty-four hours before taking such leave (except in the case of emergencies).

\* \* \*

---

PLAINTIFF'S EXHIBIT 2 (EXCERPTS)  
FILED IN THE DISTRICT COURT ON  
DECEMBER 12, 1983

CONTRACT  
between the  
ANSONIA BOARD OF EDUCATION  
AND THE  
ANSONIA FEDERATION OF TEACHERS,  
LOCAL 1012

For one Year  
May 29, 1967 to June 30, 1968

\* \* \*

ARTICLE V  
LEAVE PROVISIONS

A. *Annual Leave*

Eighteen (18) days of annual leave, cumulative to a total of 150 days, shall be granted for personal illness, illness in the immediate family which requires the presence of the teacher, and/or for the reasons, and within the limits set forth below:

1. Compulsory court appearance as party  
or witness ..... no limit
2. Death in the immediate family ... 5 day limit
3. Funerals
  - a) family ..... 1 day
  - b) friend, etc. .... 1 day per year
4. Weddings ..... 1 day per year
5. Graduation, ordination, etc. .... 1 day
6. Official delegate to National  
Veterans Organization ..... 3 days per year

7. Personal reasons ..... at Supt's  
discretion

Absence for not more than three (3) days per year for observance of Religious Holy Days which church laws make obligatory shall not be charged to annual leave.

In all instances, reasons for absence shall be reported on appropriate forms. Except in emergencies, applications for leave shall be made at least three (3) days in advance. For all absences not authorized herein, as determined by the superintendent or his designated agent, from the information submitted, a salary deduction equal to 1/200 of annual salary shall be made.

In the event of absence for personal illness in excess of five (5) consecutive working days, the Board may require examination by an independent physician at the Board's expense.

• • •

PLAINTIFF'S EXHIBIT 3 (EXCERPTS)  
FILED IN THE DISTRICT COURT ON  
DECEMBER 12, 1983

AGREEMENT BETWEEN THE ANSONIA BOARD  
OF EDUCATION AND THE ANSONIA  
FEDERATION OF TEACHERS, LOCAL 1012,  
FOR THE PERIOD FROM  
JULY 1, 1968 THROUGH JUNE 30, 1969

• • •

ARTICLE V  
LEAVE PROVISIONS

A *Annual Leave*

Eighteen (18) days of annual leave cumulative to 150 days shall be granted for personal illness, illness in the immediate family which requires the presence of the teacher, and/or for the reasons, and within the limits stated below:

1. Compulsory court appearance as party  
or witness ..... no limit
2. Death in the immediate family ..... 5 day limit
3. Funerals
  - a) family ..... 1 day
  - b) friend ..... 1 day per year
4. Attendance at a wedding on a school day ..... 1 day
5. Graduation, ordination, etc. .... 1 day
6. Official delegate to National Veterans Organization .....  
3 days per year
7. Religious Holy Days which church laws make  
obligatory ..... 3 days per year

8. Legitimate and necessary personal business at the teacher's discretion (but not including marriage or travel for personal or family convenience) .....  
3 days per year

For absences for personal illness in excess of accumulated leave, a salary deduction of twenty-five (25) dollars shall be made for each day. Proof of illness may be required by the Board at its discretion.

For absences other than for personal illness and not authorized herein, a salary deduction equal to 1/200th of the annual salary shall be made.

In all instances, reasons for absence shall be reported on appropriate forms. Except in emergencies, applications for leave shall be made at least three (3) days in advance.

\* \* \*

---

PLAINTIFF'S EXHIBIT 4 (EXCERPTS)  
FILED IN THE DISTRICT COURT ON  
DECEMBER 12, 1983

CONTRACT  
between the  
ANSONIA BOARD OF EDUCATION  
and the  
ANSONIA FEDERATION OF TEACHERS  
A.F.T. Local 1012  
AFL—CIO

For One Year  
JULY 1, 1969 to JUNE 30, 1970

\* \* \*

## ARTICLE V LEAVE PROVISIONS

### A. *Annual Leave*

Eighteen (18) days of annual leave cumulative to 180 days shall be granted for personal illness, illness in the immediate family which requires the presence of the professional staff member, and/or for the reasons, and within the limits stated below:

1. Death in the immediate family ..... 5 day limit each time
2. Funerals: family ..... 1 day each time  
friend ..... 1 day per year
3. Attendance at a family wedding or participation in a wedding ..... 1 day each time
4. Family graduation or religious ceremony ..... 1 day each time
5. Official delegate to National Vet. Org. 3 days per year
6. Legitimate and necessary personal business at the teacher's discretion (but not including marriage, travel for personal or family convenience, or for 1 through 5 above) ..... 3 days per year

The professional staff member shall make all reasonable efforts to plan and conduct such personal business so that it does not conflict with assigned professional duties.

Absence, not in excess of 3 days per year, for observance of Religious Holidays, which absence is required by and obligatory due to written denominational law, shall be considered as authorized leave and shall not be charged to annual leave, including accumulated days. No annual leave, including accumulated days, shall be used for ab-

sence due to Religious Holidays in excess of 3 days per year.

Absence due to any judicial proceeding in which the professional staff member is a plaintiff or defendant or is a witness under subpoena shall be considered as authorized leave and shall not be charged to annual leave, including accumulated days.

Absence due to jury duty shall be considered as authorized leave, but shall not be charged to annual leave, including accumulated days. Any information received by any professional staff member dealing with possible jury duty shall be communicated to the said professional staff member's principal on the next school day after receipt by the professional staff member. Professional staff members shall make every effort to be excused from jury duty.

For absences for personal illness in excess of accumulated leave, a salary deduction of seventy-five per cent of 1/200 of the professional staff member's annual salary shall be made for each excess absent day.

Proof of illness may be required by the Board after four consecutive school days of illness.

For absence other than for personal illness and not authorized herein, a salary deduction equal 1/200th of the annual salary shall be made.

Any travel by a professional staff member, conducted in connection with and/or at the time of any school holiday, vacation, school commencement in September or school termination in June shall be arranged where possible, in advance, so as not to conflict with assigned or required professional duties.

\* \* \*

PLAINTIFF'S EXHIBIT 5 (EXCERPTS)  
FILED IN THE DISTRICT COURT ON  
DECEMBER 12, 1983

CONTRACT  
BETWEEN THE  
Ansonia Board of Education  
and the  
Ansonia Federation of Teachers  
A.F.T. Local 1012  
AFL-CIO

For One Year  
JULY 1, 1970 TO JUNE 30, 1971

\* \* \*

ARTICLE V  
LEAVE PROVISIONS

A. Annual Leave

Eighteen (18) days of annual leave cumulative to 180 days shall be granted for personal illness, illness in the immediate family which requires the presence of the professional staff member, and/or for the reasons, and within the limits stated below:

1. Death in the immediate family.....5 day limit each time
2. Funerals: Family .....1 day each time  
Friend .....1 day per year
3. Attendance at a family wedding or participation in a wedding .....1 day each time
4. Family graduation or religious ceremony .....1 day each time
5. Official delegate to National Vet. Org. ....3 days per year

6. Legitimate and necessary personal business at the teacher's discretion, *subject to other provisions of this Article* .....3 days per year  
Personal business shall not include (without limitation)

1. Any marriage attendance or participation.
2. Attendance at any sport or recreational event.
3. Travel in connection with 1 through 5 above or any travel associated with any activity that does not constitute personal business.
4. Purposes set forth in 1 through 5 above.
5. Any religious activity.

The professional staff member shall make all reasonable efforts to plan and conduct such personal business so that it does not conflict with assigned professional duties. The professional staff member must inform the Superintendent in writing on the form developed by the Superintendent and approved by the Federation when annual leave has been taken.

Absence, not in excess of 3 days per year, for observance of Religious Holidays, which absence is required by and obligatory due to written denominational law shall be considered as authorized leave and shall not be charged to annual leave, including accumulated days. No annual leave, including accumulated days, shall be used for absence due to Religious Holidays in excess of three days per year.

Absence due to any judicial proceeding in which the professional staff member is a plaintiff or defendant or

is a witness under subpoena shall be considered as authorized leave and shall not be charged to annual leave, including accumulated days.

Absence due to jury duty shall be considered as authorized leave, but shall not be charged to annual leave, including accumulated days. Any information received by any professional staff member dealing with possible jury duty shall be communicated to the said professional staff member's principal on the next school day after receipt by the professional staff member. Professional staff members shall make every effort to be excused from jury duty.

The Board may require satisfactory *proof of illness* after a professional staff member is absent for four (4) consecutive school days on account of illness. Such proof of illness may also be required of a professional staff member's immediate family member if the professional staff is absent for four (4) consecutive school days on account of the immediate family member's illness.

For absence other than for personal illness and not authorized herein, a salary deduction equal to 1/200th of the annual salary shall be made.

Any travel by a professional staff member, conducted in connection with and/or at the time of any school holiday, vacation, school commencement in September or school termination in June shall be arranged where possible, in advance, so as not to conflict with assigned or required professional duties.

• • •

---

PLAINTIFF'S EXHIBIT 6 (EXCERPTS)  
FILED IN THE DISTRICT COURT  
ON DECEMBER 12, 1983

CONTRACT  
BETWEEN THE  
Ansonia Board of Education  
and the  
Ansonia Federation of Teachers  
A.F.T. Local 1012  
AFL-CIO

For the Period  
DECEMBER 11, 1971 TO JUNE 30, 1972

\* \* \*

ARTICLE V  
LEAVE PROVISIONS

A. Annual Leave

Eighteen (18) days of annual leave cumulative to 180 days shall be granted for personal illness, illness in the immediate family which requires the presence of the professional staff member, and/or for the reasons, and within the limits stated below:

1. Death in the immediate family.....5 day limit each time
2. Funerals: Family .....1 day each time  
Friend .....1 day per year
3. Attendance at a family wedding or  
participation in a wedding .....1 day each time
4. Family graduation or religious  
ceremony .....1 day each time
5. Official delegate to National Vet.  
Org. ....3 days per year

6. Legitimate and necessary personal business at the teachers' discretion, *subject to other provisions of this Article* .....3 days per year

Personal business shall not include (without limitation)

- a. Any marriage attendance or participation,
- b. Day following marriage or wedding trip,
- c. Attendance at any sport or recreational event,
- d. Travel in connection with 1 through 5 above or any travel associated with any activity that does not constitute personal business,
- e. Purposes set forth in 1 through 5 above,
- f. Any religious activity.

The professional staff member shall make all reasonable efforts to plan and conduct such personal business so that it does not conflict with assigned professional duties. The professional staff member must inform the Superintendent in writing on the form developed by the Superintendent and approved by the Federation when annual leave has been taken.

Absence, not in excess of 3 days per year, for observance of Religious Holidays, which absence is required by and obligatory due to written denominational law shall be considered as authorized leave and shall not be charged to annual leave, including accumulated days. No annual leave, including accumulated days, shall be used for absence due to Religious Holidays in excess of three days per year.

Absence due to any judicial proceeding in which the professional staff member is a plaintiff or defendant or

is a witness under subpoena shall be considered as authorized leave and shall not be charged to annual leave, including accumulated days.

Absence due to jury duty shall be considered as authorized leave, but shall not be charged to annual leave, including accumulated days. Any information received by any professional staff member dealing with possible jury duty shall be communicated to the said professional staff member's principal on the next school day after receipt by the professional staff member. Professional staff members shall make every effort to be excused from jury duty.

The Board may require satisfactory *proof of illness* after a professional staff member is absent for four (4) consecutive school days on account of illness. Such proof of illness may also be required of a professional staff member's immediate family member if the professional staff member is absent for four (4) consecutive school days on account of the immediate family member's illness.

For absence other than for personal illness and not authorized herein, a salary deduction equal to *1/180th* of the annual salary shall be made.

Any travel by a professional staff member, conducted in connection with and/or at the time of any school holiday, vacation, school commencement in September or school termination in June shall be arranged where possible, in advance, so as not to conflict with assigned or required professional duties.

• • •

PLAINTIFF'S EXHIBIT 7 (EXCERPTS) FILED IN  
THE DISTRICT COURT ON DECEMBER 12, 1983

CONTRACT  
BETWEEN THE  
Ansonia Board of Education  
and the  
Ansonia Federation of Teachers  
A.F.T. Local 1012  
AFL-CIO

For the Period  
JULY 1, 1972 TO JUNE 30, 1974

• • •

ARTICLE V

LEAVE PROVISIONS

A. Annual Leave

Eighteen (18) days of annual leave cumulative to 180 days shall be granted for personal illness, illness in the immediate family which requires the presence of the professional staff member, and/or for the reasons, and within the limits stated below:

1. Death in the immediate family.....5 day limit each time
2. Funerals: Family .....1 day each time  
Friend .....1 day per year
3. Attendance at a family wedding or participation  
in a wedding .....1 day each time
4. Family graduation or  
religious ceremony .....1 day each time
5. Official delegate to National Vet. Org. 3 days per year
6. Legitimate and necessary personal business at the  
teachers' discretion, *subject to other provisions of this  
Article* .....3 days per year

Personal business shall not include (without limitation)

- a. Any marriage attendance or participation,
- b. *Day following marriage or wedding trip,*
- c. Attendance at any sport or recreational event,
- d. Travel in connection with 1 through 5 above or any travel associated with any activity that does not constitute personal business,
- e. Purposes set forth in 1 through 5 above,
- f. Any religious activity.

The professional staff member shall make all reasonable efforts to plan and conduct such personal business so that it does not conflict with assigned professional duties. The professional staff member must inform the Superintendent in writing on the form developed by the Superintendent and approved by the Federation when annual leave has been taken.

Absence, not in excess of 3 days per year, for observance of Religious Holidays, which absence is required by and obligatory due to written denominational law shall be considered as authorized leave and shall not be charged to annual leave, including accumulated days. No annual leave, including accumulated days, shall be used for absence due to Religious Holidays in excess of three days per year.

Absence due to any judicial proceeding in which the professional staff member is a plaintiff or defendant or is a witness under subpoena shall be considered as authorized leave and shall not be charged to annual leave, including accumulated days.

Absence due to jury duty shall be considered as authorized leave, but shall not be charged to annual leave, including accumulated days. Any information received by any professional staff member dealing with possible jury duty shall be communicated to the said professional staff member's principal on the next school day after receipt by the professional staff member. Professional staff members shall make every effort to be excused from jury duty.

The Board may require satisfactory *proof of illness* after a professional staff member is absent for four (4) consecutive school days on account of illness. Such proof of illness may also be required of a professional staff member's immediate family member if the professional staff member is absent for four (4) consecutive school days on account of the immediate family member's illness.

For absence other than for personal illness and not authorized herein, a salary deduction equal to *1/180th* of the annual salary shall be made.

Any travel by a professional staff member, conducted in connection with and/or at the time of any school holiday, vacation, school commencement in September or school termination in June shall be arranged where possible, in advance, so as not to conflict with assigned or required professional duties.

\* \* \*

PLAINTIFF'S EXHIBIT 8 (EXCERPTS) FILED  
IN THE DISTRICT COURT DECEMBER 12, 1983

C O N T R A C T  
BETWEEN THE

Ansonia Board of Education

and the

Ansonia Federation of Teachers  
A.F.T. Local 1012  
AFL-CIO

For the Period  
JULY 1, 1974 TO JUNE 30, 1975

• • •

ARTICLE V

LEAVE PROVISIONS

A. Annual Leave

Eighteen (18) days of annual leave cumulative to 180 days shall be granted for personal illness, illness in the immediate family which requires the presence of the professional staff member, and/or for the reasons, and within the limits stated below:

1. Death in the immediate family .....5 day limit each time
2. Funerals: Family .....1 day each time  
Friend .....1 day per year

3. Attendance at a family wedding or participation in a wedding .....1 day each time
4. Family graduation or religious ceremony  
1 day each time
5. Official delegate to National Vet. Org. 3 days per year
6. With prior written notice to the Superintendent forty-eight hours prior to such leave, and with reasons stated, three (3) days per year for necessary personal business. Reasons for such leave may be stated in general terms if the professional staff member is concerned with protecting the confidential nature of the personal business. The professional staff member shall make all reasonable efforts to plan and conduct such personal business so that it does not conflict with assigned professional duties. Personal business shall not include (without limitation):
  - a. Any marriage attendance or participation,
  - b. Day following marriage or wedding trip,
  - c. Attendance at any sport or recreational event,
  - d. Travel in connection with 1 through 5 above or any travel associated with any activity that does not constitute personal business,
  - e. Purposes set forth in 1 through 5 above.
  - f. Any religious activity.

Absence, not in excess of 3 days per year, for observance of Religious Holidays, which absence is required by and obligatory due to written denominational law shall be considered as authorized leave and shall not be charged to

annual leave, including accumulated days. No annual leave, including accumulated days, shall be used for absence due to Religious Holidays in excess of three days per year.

Absence due to any judicial proceeding in which the professional staff member is a plaintiff or defendant or is a witness under subpoena shall be considered as authorized leave and shall not be charged to annual leave, including accumulated days.

Absence due to jury duty shall be considered as authorized leave, but shall not be charged to annual leave, including accumulated days. Any information received by any professional staff member dealing with possible jury duty shall be communicated to the said professional staff member's principal on the next school day after receipt by the professional staff member. Professional staff members shall make every effort to be excused from jury duty.

The Board may require satisfactory *proof of illness* after a professional staff member is absent for four (4) consecutive school days on account of illness. Such proof of illness may also be required of a professional staff member's immediate family member if the professional staff member is absent for four (4) consecutive school days on account of the immediate family member's illness.

For absence other than personal illness and not authorized herein, a salary deduction equal to  $1/180th$  of the annual salary shall be made.

Any travel by a professional staff member, conducted in connection with and/or at the time of any school holiday, vacation, school commencement in September or school termination in June shall be arranged where pos-

sible, in advance, so as not to conflict with assigned or required professional duties.

\* \* \*

---

PLAINTIFF'S EXHIBIT 9 (EXCERPTS) FILED  
IN THE DISTRICT COURT ON DECEMBER 12, 1983

C O N T R A C T  
BETWEEN THE  
Ansonia Board of Education  
and the  
Ansonia Federation of Teachers  
A.F.T. Local 1012  
AFL-CIO

For the Period  
JULY 1, 1975 TO JUNE 30, 1978

\* \* \*

ARTICLE V  
LEAVE PROVISIONS

A. Annual Leave

Eighteen (18) days of annual leave cumulative to 180 days shall be granted for personal illness, illness in the immediate family which requires the presence of the professional staff member, and/or for the reasons, and within the limits stated below:

1. Death in the immediate family .....5 day limit each time
2. Funerals: Family .....1 day each time  
Friend .....1 day per year

3. Attendance at a family wedding or participation in a wedding .....1 day each time
4. Family graduation or religious ceremony  
1 day each time
5. Official delegate to National Vet. Org. 3 days per year
6. With prior written notice to the Superintendent forty-eight (48) hours prior to such leave, and with reasons stated, three (3) days per year for necessary personal business. Reasons for such leave may be stated in general terms if the professional staff member is concerned with protecting the confidential nature of the personal business. The professional staff member shall make all reasonable efforts to plan and conduct such personal business so that it does not conflict with assigned professional duties. Personal business shall not include (without limitation):
  - a. Any marriage attendance or participation,
  - b. Day following marriage or wedding trip,
  - c. Attendance at any sport or recreational event,
  - d. Travel in connection with 1 through 5 above or any travel associated with any activity that does not constitute personal business,
  - e. Purposes set forth in 1 through 5 above,
  - f. Any religious activity.

Absence, not in excess of 3 days per year, for observance of Religious Holidays, which absence is required by and obligatory due to written denominational law shall be considered as authorized leave and shall not be charged to annual leave, including accumulated days. No annual

leave, including accumulated days, shall be used for absence to Religious Holidays in excess of three days per year.

Absence due to any judicial proceeding in which the professional staff member is a plaintiff or defendant or is a witness under subpoena shall be considered as authorized leave and shall not be charged to annual leave, including accumulated days.

Absence due to jury duty shall be considered as authorized leave, but shall not be charged to annual leave, including accumulated days. Any information received by any professional staff member dealing with possible jury duty shall be communicated to the said professional staff member's principal on the next school day after receipt by the professional staff member. Professional staff members shall make every effort to be excused from jury duty.

The Board may require satisfactory *proof of illness* after a professional staff member is absent for four (4) consecutive school days on account of illness. Such proof of illness may also be required of a professional staff member's immediate family member if the professional staff member is absent for four (4) consecutive school days on account of the immediate family member's illness.

For absence other than for personal illness and not authorized herein, a salary deduction equal to  $1/180$  of the annual salary shall be made.

Any travel by a professional staff member, conducted in connection with and/or at the time of any school holiday, vacation, school commencement in September or school termination in June shall be arranged where possible, in advance, so as not to conflict with assigned or required professional duties.

PLAINTIFF'S EXHIBIT 10 (EXCERPTS) FILED IN  
THE DISTRICT COURT ON DECEMBER 12, 1983

C O N T R A C T  
BETWEEN THE  
Ansonia Board of Education  
and the  
Ansonia Federation of Teachers  
A.F.T. Local 1012  
AFL-CIO

For the Period  
JULY 1, 1978 TO JUNE 30, 1982

\* \* \*

ARTICLE V  
LEAVE PROVISIONS

A. Annual Leave

Eighteen (18) days of annual leave cumulative to 180 days shall be granted for personal illness and/or illness in the immediate family (spouse, children, parents, and family members residing in household), which requires the presence of the professional staff member, and within the limits stated below:

- \*1. Death in the immediate family  
5 day limit each time
2. Family funeral attendance .....1 day each time
3. Friend Funeral attendance .....1 day each time—  
limit of 2 days per year
- \*4. Immediated family wedding .....1 day each time
- \*5. Immediate family graduation .....1 day each time
- \*6. Immediate family religious .....1 day each time  
ceremony (Ordination, Vows, Bar Mitzvah, Bas Mitzvah, First Communion, Baptism)
7. Official delegate to national veterans  
organization .....1 day per year

8. Official delegate (President and/or  
Business Agent) to national or state  
teachers organization .....1 day per year—  
without charge
9. Official delegate (other than President  
and/or Business Agent)—(limit of 3)  
to national or state teachers or-  
ganization .....1 day per year
10. Mandated religious observance 3 days per year—  
without charge  
Those holidays which are required by and obliga-  
tory due to written denominational law shall be  
considered as authorized leave and shall not be  
charged to annual leave, including accumulated  
days. No annual leave, including accumulated  
days, shall be used for absence due to religious  
holidays in excess of three days per year.
11. Necessary personal business .....3 days total  
per year
  - A. Necessary personal business .....1 day per year  
Granted at the discretion of the profes-  
sional staff member with 48 hour notifi-  
cation to the immediate supervisor. Pro-  
fessional staff member will note personal  
day on the form provided by Board of  
Education.
  - B. Necessary personal business with  
approval .....2 days per year  
Professional staff member must request  
the days for personal business on a form  
provided by the Board of Education for-  
ty-eight (48) hours prior to such leave.  
Reasons for such leave may be stated in  
general terms if the professional staff  
member is concerned with protecting the  
confidential nature of the personal busi-  
ness. The professional staff member

shall make all reasonable efforts to plan and conduct personal business so that it does not conflict with assigned professional duties. Exceptions regarding the forty-eight (48) hour notice provision and/or use of prepared form may be made in cases of emergencies.

Necessary personal business shall not include (without limitations):

- a. Marriage attendance or participation;
- b. Day following marriage or wedding trip;
- c. Attendance or participation in a sporting or recreational event;
- d. Any religious observance;
- e. Travel associated with any provision of annual leave;
- f. Purposes set forth under annual leave or another leave provision of this contract.

\*NOTE: Immediated family shall be defined as spouse, children, parents, step-parents, grandparents, brothers, sisters, parents-in-law, family members residing in the professional staff members household.

Absence due to any judicial proceeding in which the professional staff member is a plaintiff or defendant or is a witness under subpoena shall be considered as authorized leave and shall not be charged to annual leave, including accumulated days.

Absence due to jury duty shall be considered as authorized leave, but shall not be charged to annual leave, including accumulated days. Any information received by any professional staff member dealing with possible jury

duty shall be communicated to the said professional staff member's principal on the next school day after receipt by the professional staff member. Professional staff members shall make every effort to be excused from jury duty.

The Board may require satisfactory proof of illness after a professional staff member is absent for four (4) consecutive school days on account of illness. Such proof of illness may also be required of a professional staff member's immediate family member if the professional staff member is absent for four (4) consecutive school days on account of the immediate family member's illness.

For absence other than for personal illness and not authorized herein, a salary deduction equal to 1/180th of the annual salary shall be made.

Any travel by a professional staff member, conducted in connection with and/or at the time of any school holiday, vacation, school commencement in September or school termination in June shall be arranged where possible, in advance, so as not to conflict with assigned or required professional duties.

\* \* \*

---

PLAINTIFF EXHIBIT 11 (EXCERPTS) FILED IN  
THE DISTRICT COURT ON DECEMBER 12, 1983

CONTRACT  
BETWEEN THE  
ANSONIA BOARD OF EDUCATION  
and the  
ANSONIA FEDERATION OF TEACHERS  
A.F.T. LOCAL 1012  
AFL-CIO

For the Period  
JULY 1, 1982 THROUGH JUNE 30, 1985

• • •

ARTICLE V  
LEAVE PROVISIONS

A. Annual Leave

Eighteen (18) days or annual leave cumulative to 180 days shall be granted for personal illness and/or illness in the immediate family (spouse, children, parents, and family members residing in household), which requires the presence of the professional staff member, and within the limits stated below:

- \*1. Death in the immediate family ..... 5 day limit each time
- 2. Family funeral attendance ..... 1 day each time
- 3. Friend Funeral attendance ..... 1 day each time—  
limit of 2 days per year
- \*4. Immediate family wedding ..... 1 day each time
- \*5. Immediate family graduation ..... 1 day each time
- \*6. Immediate family religious ..... 1 day each time  
ceremony (Ordination, Vows,  
Bar Mitzvah, Bas Mitzvah,  
First Communion, Baptism)
- 7. Official delegate to national  
veterans organization ..... 1 day per year

- 8. Official delegate (President  
and/or Business Agent) to  
national or state teachers  
organization ..... 1 day per year—  
without charge
- 9. Official delegate (other than  
President and/or Business  
Agent)—(limit of 3) to  
national or state teachers  
organization ..... 1 day per year
- 10. Mandated religious observance ... 3 days per year—  
without charge  
Those holidays which are required by and obliga-  
tory due to written denominational law shall be  
considered as authorized leave and shall not be  
charged to annual leave, including accumulated  
days. No annual leave, including accumulated  
days, shall be used for absence due to religious  
holidays in excess of three days per year.
- 11. Necessary personal business 3 days total per year
  - a. Necessary personal business ..... 1 day per year  
Granted at the discretion of the professional  
staff member with 48 hour notification to the  
immediate supervisor. Professional staff  
member will note personal day on the form  
provided by Board of Education.
  - b. Necessary personal business  
with approval ..... 2 days per year  
Professional staff member must request the  
days for personal business on a form pro-  
vided by the Board of Education forty-eight  
(48) hours prior to such leave. Reasons for  
such leave may be stated in general terms if  
the professional staff member is concerned  
with protecting the confidential nature of the  
personal business. The professional staff

member shall make all reasonable efforts to plan and conduct personal business so that it does not conflict with assigned professional duties. Exceptions regarding the forty-eight (48) hour notice provision and/or use of prepared form may be made in cases of emergencies.

Necessary personal business shall not include (without limitations):

1. Marriage attendance or participation;
2. Day following marriage or wedding trip;
3. Attendance or participation in a sporting or recreational event;
4. Any religious observance;
5. Travel associated with any provision of annual leave;
6. Purposes set forth under annual leave or another leave provision of this contract.

\*NOTE: Immediate family shall be defined as spouse, children, parents, step-parents, grandparents, brothers, sisters, parents-in-law, family members residing in the professional staff member's household.

Absence due to any judicial proceeding in which the professional staff member is a plaintiff or defendant or is a witness under subpoena shall be considered as authorized leave and shall not be charged to annual leave, including accumulated days.

Absence due to jury duty shall be considered as authorized leave and shall not be charged to annual leave. Immediately upon notice of the possibility of the teacher serving jury duty, such notice shall be communicated to the teacher's principal. All teachers shall make every effort to be excused from jury duty.

The Board may require satisfactory proof of illness after a professional staff member is absent for four (4) consecutive school days on account of illness. Such proof of illness may also be required of a professional staff member's immediate family member if the professional staff member is absent for four (4) consecutive school days on account of the immediate family member's illness.

For absence other than for personal illness and not authorized herein, a salary deduction equal to 1/180th of the annual salary shall be made.

Any travel by a professional staff member, conducted in connection with and/or at the time of any school holiday, vacation, school commencement in September or school termination in June shall be arranged where possible, in advance, so as not to conflict with assigned or required professional duties.

\* \* \*

---

PLAINTIFF'S EXHIBIT 15 (EXCERPTS) FILED IN  
THE DISTRICT COURT ON DECEMBER 12, 1983

SALARY SHEET

SEPTEMBER 1, 1983 TO AUGUST 31, 1984

STAFF MEMBER: Philbrook, Ronald; Assignment:  
Business; SCHOOL: A.H.S.

DEGREE—September: 6th Year; DEGREE  
CHANGE IN FEBRUARY: YES — NO —

OLD CONTRACT 9/83: STEP Over; BASE SAL-  
ARY: 22,720; ADDITION — REASON — ADDITION —  
REASON — TOTAL SALARY PAYROLLS: 22,720;  
LONG. — TOTAL SALARY RETIREMENT — BENE-  
FITS B.C. — COL. — DENT—

NEW CONTRACT 10/83-8/84; STEP. Over; BASE  
SALARY: 24,810; ADDITION — REASON — ADDI-  
TION — REASON — TOTAL SALARY PAYROLLS:  
24,810; LONG.: 350; TOTAL SALARY RETIREMENT:  
25,160; BENEFITS: B.C. — COL. — DENT —

1. NUMBER OF PAYROLLS: 2; AMOUNT PER  
CHECK: 873.84; TOTAL: 1747.68.

2. NUMBER OF PAYROLLS: 24; AMOUNT PER  
CHECK: 960.93; TOTAL: 23,062.32.

BUDGET FIGURES: 1. 10/83/8/84: 23,062.32; 2.  
9/84: 1,908.46; 3. LONGEVITY: 350; 4. TOTAL: 25,-  
320.78.

COMMENTS, CHANGES OR TERMINATION.

---

PLAINTIFF'S EXHIBIT #16 (EXCERPTS FROM  
THE INVESTIGATIVE FILE OF THE CONNECTI-  
CUT COMMISSION ON HUMAN RIGHTS AND OP-  
PORTUNITIES) FILED IN THE DISTRICT COURT  
ON DECEMBER 12, 1983

STATE OF CONNECTICUT  
COMMISSION ON HUMAN RIGHTS  
AND OPPORTUNITIES  
90 WASHINGTON STREET,

HARTFORD, CONNECTICUT 06115  
TELEPHONE 566-3350  
(AREA CODE 203)

IN REPLY ADDRESS TO:

79 Linden Street  
Waterbury, Connecticut  
August 16, 1974

Mr. Ronald Philbrook  
18 Fourth Street  
Valley Motor Park  
Beacon Falls, Connecticut

Dear Mr. Philbrook:

Re: FEP 412-3

Please be advised that based on the case evidence I  
have concluded that probable cause exists and will be rec-  
ommending the enclosed "Conciliation Agreement" to At-  
torney James Lyons, representing the Ansonia Board of  
Education and Attorney Joseph Flynn, representing the  
Ansonia Federation of Teachers. The conciliatory confer-  
ence is tentatively scheduled for the week of August 26th.  
Should the Commission's efforts to conciliate fail the case  
will be carefully analyzed by our chief counsel to decide on  
certification to a public hearing.

It is imperative that you not discuss the terms of con-  
ciliation with representatives of the two parties involved.  
If you have any questions please direct them to me per-  
sonally.

Yours very truly,

/s/ Bruce R. Julianelle  
Field Representative

BRJ/pt  
Encl.

P.S. Is the amount \$297.16 correct?

STATE OF CONNECTICUT  
COMMISSION ON HUMAN RIGHTS AND  
OPPORTUNITIES

In the matter of:  
Case No: FEP 412-3

RONALD PHILBROOK,  
Complainant  
v.

ANSONIA BOARD OF EDUCATION  
and the  
ANSONIA FEDERATION OF TEACHERS,  
Respondents

CONCILIATION AGREEMENT

This Conciliation Agreement is entered into by and between the Connecticut Commission on Human Rights and Opportunities, hereafter called the "Commission," by its authorized representative, Bruce Julianelle and the Ansonia Board of Education and the Ansonia Federation of Teachers, hereafter called the "Respondent."

WITNESSETH THAT:

WHEREAS, a complaint was filed on January 24, 1974 by Ronald Philbrook (hereinafter called the "Complainant"), charging discrimination based on religious creed by his employer and labor organizations, the Respondents and

WHEREAS, the Commission, by and through its duly authorized representative, Bruce Julianelle, found that there was reasonable cause to believe that violation of the statute (Conn. Gen. Statute § 32-126 (a),(c),(d),(e)) have occurred and

WHEREAS, the Respondents, while not admitting violations of the statute have occurred, but nevertheless wishing to conciliate the complaint, entered into negotiations with the Commission said

WHEREAS, the Commission and the Respondents agreed to the following terms of conciliation in lieu of public hearing,

NOW THEREFORE, it is agreed that:

1. The Respondents agree to amend Article V Leave Provisions of their Contract to entitle employees the use of their accumulated personal business days for observance of Religious Holidays.
2. The Respondent shall compensate the Complainant with monetary benefits for lost wages. The Commission and the Respondent agree that the amount of compensation due Complainant is \$297.16.
3. The Respondents agree to file with the West Central Regional Office of the Commission, the following information within thirty (30) days of this Agreement:
  - a. Its completed, revised Leave Provision Policy as amended in accordance with the terms of this Agreement, together with the proposed method of informing all employees of said policy. The Commission will review said Revised Leave Policy and will notify the Respondents, in writing, if said Revised Policy complies with the terms of this Agreement, within thirty (30) days of the receipt of said Revised Policy from the Respondents. If approved by the Commission, the Respondents

will notify all employees of this Policy within ten (10) days of receipt of the Commission's approval.

- b. Verification of payment to the Complainant in accordance with number 2 (2) above.
4. The Commission and Respondents agreed that, when signed this Agreement shall be entered as an Order of the Hearing Tribunal of the Commission with all rights attendant thereto.

IN WITNESS WHEREOF, the parties hereto have on behalf of their respective principals hereunto set their hands and seals at \_\_\_\_\_, Connecticut on this the \_\_\_\_\_ day of \_\_\_\_\_ 1974.

Witness:

Witness:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CONNECTICUT COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES

BY \_\_\_\_\_ (L.S.)  
Its Duly Authorized  
Representative  
ANSONIA BOARD OF  
EDUCATION

BY \_\_\_\_\_ (L.S.)  
ANSONIA FEDERATION  
OF TEACHERS

BY \_\_\_\_\_ (L.S.)  
Its Duly Authorized  
Representative

\_\_\_\_\_  
Mr. Ronald Philbrook  
Complainant

STATE OF CONNECTICUT  
COMMISSION ON HUMAN RIGHTS AND  
OPPORTUNITIES

In the matter of:

Case No.: FEP 412-3

RONALD PHILBROOK

Complainant

v.

ANSONIA BOARD OF EDUCATION  
and the  
ANSONIA FEDERATION OF TEACHERS

Respondents

CONCILIATION AGREEMENT

This Conciliation Agreement is entered into by and between the Connecticut Commission on Human Rights and Opportunities, hereafter called the "Commission," by its authorized representative, Bruce Julianelle and the Ansonia Board of Education and the Ansonia Federation of Teachers, hereafter called the Respondent."

## WITNESSETH THAT:

WHEREAS, a complaint was filed on January 24, 1974 by Ronald Philbrook (hereafter called the "Complainant"), charging discrimination based on religious creed by his employer and labor organization, the Respondents and

WHEREAS, the Commission, by and through its duly authorized representative, Bruce Julianelle, found that there was reasonable cause to believe that violation of the statute (Conn.Gen.Statute § 31-126 (a), (c), (d), (e), have occurred and

WHEREAS, the Respondents, while not admitting violations of the statute have occurred, but nevertheless wishing to conciliate the complaint, entered into negotiations with the Commission and

WHEREAS, the Commission and the Respondents agreed to the following terms of conciliation in lieu of public hearing,

NOW THEREFORE, it is agreed that:

1. The Respondents agree to amend Article V Leave Provisions of their Contract so not to deny employees the use of their accumulated personal business days for observance of Religious Holidays.

2. The Respondent shall compensate the Complainant with monetary benefits for lost wages. The Commission and the Respondent agree that the amount of compensation due Complainant is \$297.16.
3. Respondents agree to file with the West Central Regional Office of the Commission, the following information within thirty (30) days of this Agreement:
  - a. Its complete, revised Leave Provision Policy as amended in accordance with the terms of this Agreement, together with the proposed method of informing all employees of said policy. The Commission will review said Revised Leave Policy and will notify the Respondents, in writing, if said Revised Policy complies with the terms of this Agreement, within thirty (30) days of the receipt of said Revised Policy from the Respondents. If approved by the Commission, the Respondents will notify all employees of this Policy within ten (10) days of receipt of the Commission's approval.
  - b. Verification of payment to the Complainant in accordance with number two (2) above.
4. Provided, however, that if said revised policy submitted in accordance with number one (1) of this

Agreement does not eliminate the unfair employment practice complained of in the Commission's opinion or the verification of payment is not received in accordance with number three (3) b. of this Agreement the Commission will proceed to certify this complaint to Public Hearing.

IN WITNESS WHEREOF, the parties hereto have on behalf of their respective principals hereunto set their hands and seals at \_\_\_\_\_, Connecticut on this the \_\_\_\_\_ day of \_\_\_\_\_ 1974.

Witness:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CONNECTICUT COM-  
MISSION ON HUMAN  
RIGHTS AND OPPOR-  
TUNITIES

BY \_\_\_\_\_ (L.S.)  
Its Duly Authorized  
Representative  
ANSONIA BOARD OF  
EDUCATION

BY \_\_\_\_\_ (L.S.)  
ANSONIA FEDERATION  
OF TEACHERS

BY \_\_\_\_\_ (L.S.)  
Its Duly Authorized  
Representative

\_\_\_\_\_  
Mr. Ronald Philbrook  
Complainant

Rader & Helge  
Attorneys at Law  
Hilton Office Tower, Suite 540  
150 South Los Robles Avenue  
Pasadena, California 91101  
Telephone (213) 577-5380

April 24, 1974

Mr. James C. Lyons  
Attorney at Law  
350 E. Main Street  
Ansonia, Connecticut 06401

Dear Mr. Lyons:

Your letter of April 2, 1974, to Mr. James Rosenthal, minister of the Worldwide Church of God in Connecticut, has been forwarded to me for answering. I have been general counsel for said church for the past 15 years and am well acquainted with the church's doctrinal position.

As a matter of introduction so that the real issue is not blurred, the question of whether or not the church's holy days are supported by a proper scriptural interpretation is not open to consideration. They indeed are, but neither the church nor its members can constitutionally be subjected to proving the truth of what they believe. It is rather a question of whether or not the holy days are, in fact, bona fide church doctrine, which indeed they are.

The answers to your specific questions are as follows:

(1) The church determines the dates of the holy days in accordance with the commands in Leviticus 23 and Deuteronomy 16 and the Hebrew or "Sacred Calendar" as preserved by the Jews.

(2) There are no central church records indicating the percent of the members who attend the holy days each year.

(3) The church allows members to be excused from attendance on the holy days for reasons of illness, infirmity, and, on some occasions, for lack of funds rendering it impossible to get to the Feast site. This would normally

be in the member's first year after conversion when he had not learned of the church festival in time to save sufficient funds to attend.

(4) If a member fails to attend church holy days through no fault of his own, there would be no adverse consequences. However, the mere fact that his employer would not consent to his attending does not constitute "no fault of his own." A few of the scriptures requiring attendance at such holy days are Leviticus 23:2, Exodus 23:14-17, and Deuteronomy 16:16. The adverse consequences for failure to obey these commands is, (1) that it constitutes a sin, and (2) it may incur the possibility of disfellowshipment from the church.

We would greatly appreciate your giving due consideration to Mr. Philbrook's rights regarding his religious convictions.

Very sincerely yours,  
Ralph K. Helge

RKH:bjm

cc: Connecticut Commission on  
Human Rights and Opportunities  
Attn' Bruce Julianelle  
79 Linden Street  
Waterbury, Connecticut 06702  
James Rosenthal

STATE OF CONNECTICUT  
COMMISSION ON HUMAN RIGHTS  
AND OPPORTUNITIES  
90 WASHINGTON STREET  
HARTFORD, CONNECTICUT 06115

Southwest Regional Office  
1862 East Main Street  
Bridgeport, Conn. 06610

Telephone:  
Area Code 203  
384-0328

In Reply Address to:  
Southwest Regional Office  
December 16, 1975

Mr. Ronald Philbrook  
18 Fourth Street  
Beacon Falls, Connecticut

*Re: FEP 412-3 - Philbrook V. Ansonia Board of Education  
and Ansonia Federation of Teachers*

Dear Mr. Philbrook:

Enclosed herewith is the last correspondence from Mr. Lyons, Counselor for the Ansonia Board of Education.

Needless to say, our continuous endeavors to conciliate this matter and eliminate what we consider to be an unfair employment policy and practice have been futile.

Please be advised that the *Corey V. Avco* decision in the Connecticut Supreme Court indicates that the accommodation of one's religious beliefs is *not* covered under the Connecticut Fair Employment Practices Law.

However, based on the Commission's finding of reasonable cause to believe that the Respondents have violated Title VII of the 1964 Civil Rights Act, as amended, under Section 701 j, which requires the accommodation of an individual's religious beliefs, etc., I will recommend to my superiors that this matter be promptly referred to the Equal Employment Opportunity Commission for action under Title VII based on our investigation.

In summary, I will be recommending that the above-referenced complaint be Administratively Dismissed and referred to EEOC for appropriate action under Title VII.

Yours truly,  
/s/ BRUCE R. JULIANELLE  
Supervisor

BRJ:vs  
c.c. Angelo Serluco, Assistant Director  
Betty Green, W.C. Supervisor  
Enclosure: 1

STATE OF CONNECTICUT  
COMMISSION ON HUMAN RIGHTS  
AND OPPORTUNITIES  
90 WASHINGTON STREET  
HARTFORD, CONNECTICUT 06115

Telephone:  
Area Code 203  
566-7061

In Reply Address to:

January 27, 1976

Raymond Dool, Deferral Coordinator  
Equal Employment Opportunity  
Commission  
Boston District Office  
150 Causeway Street  
Boston, Massachusetts 02114

Re: *Philbrook v. Ansonia Board  
of Education et al*  
C.H.R.O. No. FEP 412-3  
EEOC No. TBO -4-0723

Dear Ray:

Enclosed is the case file in the above reference matter. As I had indicated to you on a previous occasion, this case file was investigated by our agency which found reason to believe that the complainant had been discriminated against because of his religion in violation of Title VII of the 1964 Civil Rights Act. Because of a Connecticut Supreme Court decision limiting a Respondent's duty to accommodate under the Connecticut FEP law, we are unable to successfully conciliate this case. We are referring it to you in the hope that EEOC can take prompt action and conciliate this case on behalf of the complainant and any others similarly situated.

Your prompt, personal attention to this matter will be sincerely appreciated. Please keep me informed of EEOC's progress regarding this matter.

Very truly yours,  
PHILIP A. MURPHY, JR.  
Commission Counsel

PAM: ls

Enclosure

cc: Angelo Serluco, Assistant Director  
Mario Vigezzi, Chief of Field Operations

EQUAL EMPLOYMENT  
OPPORTUNITY COMMISSION  
DISTRICT OFFICE  
150 Causeway Street  
Boston, Massachusetts 02114

In reply refer to:  
Charge No. 011740723  
FEP 412-3 (CCHRO)

Ronald Philbrook  
18 Fourth Street  
Beacon Falls, Connecticut 06403      Charging Party

Ansonia School System  
Howard Avenue  
Ansonia, Connecticut 06401

Ansonia Federation of Teachers  
AFT Local 1012  
Howard Avenue  
Ansonia, Connecticut 06401      Respondents

**DETERMINATION**

Under the authority vested in me by Section 29 CFR 1601.19b(d) of the Commission's Procedural Regulations (September 27, 1972), I issue on behalf of the Commission, the following determination as to the merits of the subject charge.

Respondents are an employer and labor organization, respectively, within the meaning of Title VII and the timeliness, deferral, and all other jurisdictional requirements have been met. Substantial weight has been accorded to the findings of the state agency.

Charging Party alleges that Respondent Employer and Respondent Union have discriminated against him because of his religion (Worldwide Church of God) in violation of Title VII of the Civil Rights Act of 1964, as amended, by administering a collective bargaining agreement which precludes the use of annual leave for absences due to religious observances. Charging Party further alleges that Respondent Union has failed to represent him in violation of Title VII. Respondent Employer and Respondent Union have elected not to submit a position statement concerning the charges.

Evidence obtained by the Commission's representative during the investigation supports the allegations made by Charging Party. *Article V, Leave Provisions*, of Respondents' collective bargaining agreement provides that "absence, not in excess of 3 days per year, for observance of Religious Holidays . . . shall be considered as authorized leave and shall not be charged to annual leave." However, the agreement also specifies that "No annual leave, including accumulated days, shall be used for absence due to Religious Holidays in excess of three days per year." The agreement grants 18 days of annual leave which may be used for a variety of other purposes.

Respondent Employer's records show that Charging Party has not been permitted to use annual leave for absences which were required for the observance of his Church's Holy Days. Respondent Union's records show that Charging Party has filed a grievance on this matter which was not processed to resolution.

Title VII requires an employer to make reasonable accommodations to the religious needs of employees where such accommodations can be made without undue hardship on the conduct of the employer's business. In this instant

case, the Respondents have presented no evidence to show that such an undue hardship would be caused by permitting Charging Party to use annual leave for the observance of religious holidays.

From the evidence presented, and a review of the entire record, the Commission concludes that there is reasonable cause to believe that Respondent Employer and Respondent Union are parties to a collective bargaining agreement which discriminatorily precludes the use of annual leave for religious observances, and that Respondent Union has failed to represent Charging Party, both of which constitute violations of Title VII.

A non-alleged, but like and related, issue appropriate for determination concerns the maternity leave provision of the Respondents' collective bargaining agreement. *Article V, Leave Provisions*, of the agreement applies eligibility, duration and benefit limitations to maternity leave which are not similarly applied to leave for other illnesses and disabilities. These limitations contravene the Commission's Guidelines on Discrimination because of Sex, 29 CFR 1604.10(b), which state:

Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom are, for all job-related purposes, temporary disabilities and should be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment. Written and unwritten employment policies and practices involving matters such as the commencement and duration of leave, the availability of extensions, the accrual of seniority and other benefits and privileges, reinstatement, and payment under any health or temporary disability insurance or sick leave plan, formal or informal, shall be applied to disability due to pregnancy or childbirth on the same terms and conditions as they are applied to other temporary disabilities.

Therefore, the Commission concludes that there is reasonable cause to believe that Respondents' maternity leave and benefit provisions also violate Title VII.

Having determined that there is reasonable cause to believe the charge is true, the Commission now invites the parties to join with it in a collective effort toward a just resolution of this matter. A "Notice of Conciliation Process" is enclosed for your information. A representative of this office will be in contact with each party in the near future to begin the conciliation process.

On behalf of the Commission:

/s/ EVERETT O. WARE  
DISTRICT DIRECTOR

Date: 11/5/76

Enclosure: (1)

Notice of Conciliation Process

—  
EQUAL EMPLOYMENT  
OPPORTUNITY COMMISSION  
DISTRICT OFFICE  
150 Causeway Street  
Boston, Massachusetts 02114

District Director  
Connecticut  
Maine  
Massachusetts  
New Hampshire  
Rhode Island  
Vermont

#### CONCILIATION AGREEMENT

In the Matter of:  
U. S. EQUAL EMPLOYMENT OPPORTUNITY  
COMMISSION

and

Ronald Philbrook

Charging Party

and

Ansonia Federation of Teachers

AFT Local 1012

Respondent

Charge No. 011740723

\* \* \*

Charges having been filed under Title VII of the Civil Rights Act of 1964, as amended, with the U. S. Equal Employment Opportunity Commission, by the Charging Party against the Respondent, the charge having been investigated and reasonable cause having been found, the parties do resolve and conciliate this matter as follows:

Charge No. 011740723

#### TABLE OF CONTENTS

SECTION		PAGE
I	General Provisions	1
II	Charging Party Relief	2
III	Reporting	2
VI	Signatures	3

#### SECTION I

##### GENERAL PROVISIONS

1. The Respondent agrees that the Commission, on request of any Charging Party or on its own motion, may review compliance with this Agreement. As a part of such review the Commission may require written reports concerning compliance, may inspect the premises, examine witnesses, and examine and copy documents.
2. It is understood that this Agreement does not constitute an admission by any Respondent of any violation of Title VII of the Civil Rights Act of 1964, as amended.
3. The Charging Party hereby waives, releases and covenants not to sue Respondent with respect to the matters which were alleged as charges filed with the Equal Employment Opportunity Commission, subject to per-

formance by the Respondent of the promises and representations contained herein. The Commission shall determine whether the Respondent has complied with the terms of this Agreement.

4. All hiring, promotion practices, and other terms and conditions of employment shall be maintained and conducted in a manner which does not discriminate on the basis of race, color, sex, religion or national origin in violation of Title VII of the Civil Rights Act of 1964, as amended.
5. The Parties agree that there shall be no discrimination or retaliation of any kind against any person because of opposition to any practice declared unlawful under Title VII of the Civil Rights Act of 1964, as amended, or because of the filing of a charge; giving of testimony or assistance; or participation in any manner in any investigation, proceeding or hearing under Title VII of the Civil Rights Act of 1964, as amended.
6. The Respondent agrees to retain the records and to provide the written reports under the section in this Agreement entitled "Records and Reporting." Reports will be furnished to the District Director, Equal Employment Opportunity Commission, Boston, Massachusetts 02114.

## SECTION II

### CHARGING PARTY RELIEF

7. Respondent agrees to expend all reasonable efforts, including, but not limited to, consultation, collective

bargaining and grievance processing through arbitration, to achieve a labor contract with the Ansonia Board of Education which includes an Article V revised to permit employees to use unlimited accumulated annual leave for the observance of Religious Holidays.

8. Respondent agrees to file a grievance immediately against the Ansonia Board of Education for the purpose of achieving a labor contract which includes an Article V revised to permit employees to use unlimited accumulated annual leave for the observance of Religious Holidays, and for the purpose of obtaining back pay for all persons who have lost wages since January 1, 1972, as a result of absence due to the observance of Religious Holidays. This grievance shall be pursued through arbitration if a satisfactory resolution is not achieved earlier.
9. Respondent agrees that at all bargaining and consultation meetings held with representatives of the Ansonia Board of Education it shall initiate good faith discussions of the use of accumulated annual leave for the observance of Religious Holidays and attempt to achieve a labor contract which includes an Article V revised to permit employees to use unlimited accumulated annual leave for the observance of Religious Holidays. Respondent shall also attempt at these meetings to obtain back pay for all persons who have lost wages since January 1, 1972, as a result of absence due to the observance of Religious Holidays.
10. Respondent agrees that it shall diligently process all grievances received which allege employment discrimi-

nation based on religion, national origin, sex, race or color, and shall notify such grievants in writing that they may file similar charges with the U.S. Equal Employment Opportunity Commission.

11. Respondent agrees that it shall not resist implementation of any equitable resolution to this charge which the U.S. Equal Employment Opportunity Commission may achieve with the Ansonia Board of Education.

### SECTION III

#### RECORDS AND REPORTING

12. The Respondent agrees to report in writing to the District Director concerning the implementation of this Agreement. The first report will be submitted not later than 90 days from the date of this Agreement. Annual reports will be submitted beginning in January 1978 and ending with a final report in January 1980. Each report shall detail any actions taken as part of the implementation of this Agreement, including the names of persons on whose behalf grievances have been processed in accordance with Item #10.

### SECTION IV

#### SIGNATURES

I have read the foregoing Conciliation Agreement and I accept and agree to the provisions contained herein:

Date 6-9-77

/s/ Ronald Phillbrook  
Charging Party  
Name:

Date.....

Title:  
Ansonia Federation of  
Teachers  
AFT Local 1012  
Respondent

I recommend approval of this Conciliation Agreement:  
Date.....

James J. Jordan  
Equal Opportunity  
Specialist

I concur in the above recommendation for approval of this  
Conciliation Agreement:

Date.....

Frank Ammons  
Supervisory Equal  
Opportunity Specialist

Approved on behalf of the Commission:

Date.....

Everett O. Ware  
District Director

---

PLAINTIFF'S EXHIBIT 19 FILED IN THE  
DISTRICT COURT ON DECEMBER 12, 1983

ANSONIA PUBLIC SCHOOLS  
BOARD OF EDUCATION  
SUBSTITUTE RATES

SCHOOL YEAR	CERTIFIED SUBSTITUTE	NON-CERTIFIED SUBSTITUTES- COLLEGE GRADUATES
1973-74	\$25.00	\$20.00
1974-75	\$25.00	\$20.00
1975-76	\$25.00	\$20.00
1976-77	\$25.00	\$20.00
1977-78	\$25.00	\$20.00
1978-79*	\$25.00	\$20.00

\*Note: Starting in February, 1979 the rate was changed to \$27.00 for all Substitutes.

SCHOOL YEAR	CERTIFIED SUBSTITUTES/ COLLEGE GRADUATES	NON GRADUATES +2 Yrs. COLLEGE
1979-80	\$27.00	\$22.00
1980-81	\$27.00	\$22.00
1981-82	\$27.00	\$22.00
1982-83	\$27.00	\$22.00
1983-84	\$30.00	\$25.00

DEFENDANT ANSONIA BOARD OF EDUCATION  
EXHIBIT B FILED IN THE DISTRICT COURT  
ON DECEMBER 12, 1983

WORLDWIDE CHURCH OF GOD  
World Headquarters  
Pasadena, California

Herbert W. Armstrong  
President and Pastor

Office Of  
James Rosenthal, Minister

Box 2163 Huntington Station  
Shelton, Connecticut 06484  
February 11, 1974

State of Connecticut  
Commission on Human Rights and Opportunities  
79 Linden Street  
Waterbury, Connecticut 06702

Attn: Mr. Bruce Julianelle

Dear Sirs:

This letter is to confirm to whom it may concern, that Mr. Ronald Philbrook and his wife Myra are active members of the Bridgeport congregation of the Worldwide Church of God. Mr. Philbrook has been a baptised member since 1968 and his wife since 1966. Their whole family attends our church services and occassional social activities faithfully and supports the Church of God, headquartered in Pasadena, California, financially as well. I am the Philbrooks' minister and know them very well.

The Worldwide Church of God is founded on the belief that Jesus Christ is the devine, all-powerful authority in the universe - under His Father. We teach our membership that it is their duty to pattern their lives after that of Christ and to follow His commandments consistently. Further, we believe and teach that the Holy Bible is the literal, inspired word of God and is the infallable guide in life.

One of the basic doctrines taught in the Bible is that of the weekly Sabbath and Annual Holy Days as outlined in Leviticus 23 and as confirmed and kept by Christ Himself

and His apostles as evidenced in the New Testament. The weekly Sabbath is observed from Friday sunset to Saturday sunset each week. On the other hand, the Annual Holy Days may fall on any day of the week. Each year these Annual Days require that our members be excused from work or school from seven to eleven week days other than Saturday or Sunday in order to participate in church services held on each of these days. For example - this year the Holy Days fall on April 7, 13; June 3; September 17, 26; and October 1-7, 8. This requires our members to obtain ten days off during the week plus minimal travel time.

We stress the keeping of these annual and weekly days in the firm belief that their observance is required as a precondition to the receiving of the gift of eternal life.

For your information, I have included copies of two form letters that we commonly use in assisting our members in obtaining excused time to participate in these Sabbath days.

If I can be of any further help in explaining Mr. Philbrook's spiritual obligations - please feel free to contact me at any time.

Sincerely yours,

/s/ James J. Rosenthal

Enl. 2

---

DEFENDANT ANSONIA BOARD OF EDUCATION  
EXHIBIT C (EXCERPTS FROM THE  
DEPOSITION OF ROBERT ZURAW)  
FILED IN THE DISTRICT COURT  
ON DECEMBER 12, 1983

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF CONNECTICUT

Civil Action  
No. N-77-489

RONALD PHILBROOK

Plaintiff

VS.

ANSONIA BOARD OF EDUCATION, ET ALS

Defendants

DEPOSITION OF ROBERT E. ZURAW

\* \* \*

(p. 4) ROBERT E. ZURAW, called as a witness, having been first duly sworn by Bonita Cohen, a Notary Public in and for the State of Connecticut, was examined and testified as follows:

DIRECT EXAMINATION

By Mr. Rosen:

Q. Mr. Zuraw, what is your current position with the Ansonia Board of Education?

A. Superintendent of Schools.

Q. How long have you had that job?

A. Since November 13, 1977.

Q. And can you tell us what your position was before November 13?

A. As of September, I was — well, I was Assistant Superintendent, elementary education, special education.

Q. That was September of 1977?

A. Yes. I was Assistant Superintendent prior to that with responsibility for elementary schools as well. In September, I believe it was probably August, I was then named Assistant Superintendent with responsibility for elementary education and special education. The title was the same. My responsibility changed.

• • •

(p. 8) Q. And did you hold that position until this past August or September?

A. Three years ago when Dr. Nicolari was appointed Superintendent, he presented a reorganization where titles were changed. I was then doing basically the same functions and responsibilities but the title was then changed to Assistant Superintendent.

Q. And you kept that position until August of '77?

A. I kept the position but the responsibilities were changed in August again.

Q. Now, Superintendent, what are your duties?

A. Well, what I do is carry out — I am the executive agent of the Board of Education and carry out responsibilities of the system. There are certain duties that by law the superintendent has, you know, as the executive agent.

I am involved in, I would say, probably the overall supervision of the entire school system.

• • •

(p. 15) Q. And how many schools are there in the system?

A. We have seven elementary and one secondary.

Q. How many total students are there?

A. Approximately 300 — 3,000, I'm sorry, 3,000.

Q. And what's the total number of teachers?

A. I believe we have about, total staff probably 250 or so.

Custodians, you know, non-professionals, I believe we must have about 130, probably 140 or 150, I think.

Q. Tell us what each of the schools is.

(p. 16) A. Tell you what each of the schools is?

Q. What are the names of the schools?

A. Well, our secondary school is the Ansonia High School. The elementary schools, first of all, we have the John G. Prendergast School, the John C. Mead School, the Annie E. Larkin School, the Lincoln Marie Hayes School, the Andrew Nolan School, Peck School and what we call the Willis Pine School.

Q. In the Ansonia High School, that is for grades 9 through 12?

A. Yes. It's a four-year high school.

Q. And the elementary schools are K-8 schools?

A. No, they are not.

Q. How are they divided?

A. I think if they were to write a book on education, we would have what we would call our "Ansonia Plan."

The Willis School, or what I call the Willis Pine School is a 6 through 8 school. The Peck School is a K through 5 school. The Larkin School is a K through 5. The Lincoln is a 6 through 8. The Nolan is a K through 5 school. Mead is a K through 2 school. Prendergast School has a pre K and then a 3 through 8. We organize by the number of rooms we have in the school, so they vary.

(p. 17) Q. How many students are there in the high school?

A. Oh, just over 800, I believe.

Q. And how many teachers are there?

A. I would say in the 60s. I don't have the exact number.

\* \* \*

(p. 48) Q. Do you know what subject Ronald Philbrook teaches?

A. Yes. He teaches typing 1, personal typing and bookkeeping 1. I believe.

Q. And are these — what grades are these subjects taught in?

A. The typing 1 right now is for, I believe it's sophomores, juniors and seniors. Next year it will be offered to freshmen.

Bookkeeping 1 is a course for juniors and seniors.

The personal typing is a half-year course for juniors and seniors.

\* \* \*

(p. 49) Q. Does he teach any other subjects than those that you've (p. 50) mentioned?

A. For this year, Ron has period one typing 1; his second period is personal typing; his next course is introduction to business. I said business 1. He has two classes of that. He has another typing 1 and then he has a study period. That's his schedule this year.

Q. Okay. Do you happen to know whether or not in the past he taught courses other than the business typing and personal typing course?

A. I believe he's only in the business department. I don't think he's taught anything outside of that department.

\* \* \*

(p. 52) Q. And what does that mean, each semester how many courses would a student carry?

A. Probably five, five or six courses.

Q. Do you know — withdrawn.

Do you know anything about the content of the courses that Mr. Philbrook teaches?

A. Well, my understanding is that typing 1 is the fundamental course. It's the basic course in typing. It's when they are introduced to the typewriter, to the system. It is a basic skill course and from what I've read in the book, it mentions that accuracy is stressed. It's the first — it's fundamental just as reading would be in the lower grades.

Q. Do you have sufficient typewriters so that all the youngsters in the course have their own typewriters?

A. As far as I know, yes. We're talking probably 25, 30 typewriters in a room. I'm assuming that when the schedule is drawn up, that they don't put 35 children in a classroom that has 25 typewriters.

Q. And the other courses that he taught were —

A. Introduction to business.

\* \* \*

(p. 54) Q. And what are the answering service's instructions about locating — how to locate a substitute?

A. I'm sorry.

Q. How is the answering service instructed to proceed?

A. All right. Fine. If we have a vacancy in the kindergarten or first grade, they will go to the certification of the grade. They will look for someone who is certified K through 8. K through 3, someone who will take — and we have this here, for instance. Someone — well, all subjects, special ed, too, special ed major which means if you're going to have a vacancy in special ed, this is where you're going to go.

Frankly, many of them will say all subjects, particularly those people who are not certified. Our system is such that a certified substitute, one who has a teacher certification is paid \$25 a day; non-certified people, college graduates are paid \$20 a day and if you look at this, our noncertified people will teach anything from K to advanced calculus and there's a reason for that, frankly.

Q. What's the reason?

(p. 55) A. That very honestly and philosophically a substitute really does not do that much teaching.

Q. Tell me about that. What do you base that view on?

A. Well, basically, and we can look here, for instance, you'll see someone here who has down that he's a phys ed major. It may be very likely that that phys ed major may be teaching a third grade where there's reading and what-not. In the lower grades, many times as a principal my experience was that you would get a person who wasn't certified and you would say — or certified even or perhaps this was not their area, please go through the reading, go through the math, please follow the teacher's plan-book as best you can and in most cases you were happy if things were just kind of quiet frankly.

I think one has to realize the difference between having the teacher in the room and having a substitute teacher. You can have that from kindergarten all the way up to high school and in high school it's a little more difficult. At least when I went, substitute meant you had a good — that was your day. The class before, if the guy didn't pull his hair out in ten minutes, let's see if we can beat the record and see if we can get him to scream in five minutes. It's a fact of life.

\* \* \*

(p. 57) Q. How many subs ordinarily come in on a — on the average day or the average week?

A. I couldn't tell you. I know one more instance, one school right after January 1st when we came back, I think, that week we had in one school 24 teachers and we had 9 substitutes. It happens, you know. Another school could

have no one. I really couldn't tell you. I think we're probably talking, it might be possibly to have 15, 20, 25. I couldn't give you the exact figure.

Q. Where is the source for finding that out?

A. Well, what we'd have to do is, I can find it out simply by going through our attendance records. We just have to (p. 58) go through the attendance records and count the number of subs we had in on a certain day. That can be done. It's not impossible.

Q. Perhaps when we come back, you could do that.

A. I'd have to do that back in the office.

Q. I understand.

Would there be a shortcut method by a budget line item or substitute payments that you could look at?

A. Not really. We have a budget line item for substitutes but that's not going to tell us how many, how many subs we're using a day. What does happen, I think I might mention is if they do not get a substitute, the answering service will call and tell us there is no sub available and this is not a common practice but it's not uncommon to happen where there are some days where we do not have subs.

Q. What do the children do then?

A. Well, in that case, it may be, then, for instance, in a building where there might be an assistant principal, the assistant principal might go in. We also have arrangements where some of our people will help out if they perhaps — they may have a student teacher. Therefore, the student teacher is in the room. They'll help out. If there are traveling teachers (p. 59) for phys ed, music

or art, even though it isn't their schedule, everybody will help out to fill that class. In some cases, if it's a small enough class, they must just divide the children. They had this happen in the sixth grade where there were 22 in the room and we couldn't get a sub and because there were quite a few children out, we moved the children to other classes. It's inconvenient and very difficult but it is done.

In the high school, I think what happens in the high school, they probably end up going to study hall. The children don't even have a class. They're assigned to the study hall. The teacher in the study hall, instead of having 30 children, will now have 50 children because that's where all the classes are going into the study hall.

Q. This is if a substitute is not found?

A. Right.

\* \* \*

(p. 64) Q. And do you have — can you tell us how many of these people are certified in the — in business?

(p. 65) A. From looking at this, I would probably say none of them.

Q. How can you tell by looking at it?

A. I would have to say from this, because they don't say special information, but say industrial arts, English, this may be a major. It may be a minor. I would have to, very frankly, — here you have Italian-Spanish major. They would say many times what their major was.

Q. But many of them —

A. From this list I would not be able to tell you. I would have to look at everyone's certification.

Q. You would not be able to tell me how many, if any, are certified in business in particular?

A. Right. I mean, I see one person here has business down, the first person, but it's kind of difficult how she could ever be certified for all those things, music, English, history, math, science, French and business. They don't make them like that any more.

\* \* \*

(p. 69) Q. How it is determined what category of absence any particular absence falls in?

A. That determination is left up to the professional staff member. We have a reporting system where at the end of each week a professional staff member must note his attendance and he must fill out this card if he is absent. He puts down the date, the number, you know, whether he's absent or tardy. That's the way the card is set up — absent or tardy and then the reason, and it is the professional staff member, if he puts down illness, it is assumed he is ill. If he puts down religious holiday, we assume it's for a religious holiday. That determination is made by the professional staff member. He notes why he is absent.

Q. Is a doctor's certificate or substantiation required?

A. I think we say after three or four we may, but as far as I know, we have never taken that action of saying you must. The Board may ask for a doctor's slip. As far as I know, it has never been done.

Q. All right. How about non-medical absences? What substantiation is required?

A. The word of the professional staff member.

(p. 70) Q. And that, in your experience, has not been challenged or questioned by the Board?

A. I feel that the Board assumes that, you know, the people doing this are professional staff members and therefore if he says he's sick, we assume he's sick. If he says it's personal business, we assume that is what he's taking. I don't know of any change that I know of. Someone may ask, well, gee whiz, but it's nothing specific of someone pursuing that I know of and I don't even know if it has been done informally, but it is strictly what the professional staff member says, and all our records are based on what he tells us on his card.

Q. Right.

A. The only thing, the only other step is that the principal must sign the card just to verify that we have one and send it to our office and this is where we keep these records and the cards.

Q. Now, in your 20 years in the school system, have you experienced situations where people would say, well, I've got business to attend to, I think I'll take a sick day, where they actually were not ill?

A. I would say this. As principal of the school, they certainly weren't going to say something like that in front of (p. 71) me. It's obvious they're not to say it because then I'm going to question them. I have not heard of any cases — no one has said it in front of me.

Q. All right.

Mr. Rosen: Off the record.

(Discussion off the record.)

By Mr. Rosen:

Q. Now, have you run into situations or heard of situations where under the leave provisions someone has failed to give the 48 hours notice required for personal business — personal leave?

A. I can't recall exact cases, but I'm sure it's happened. I'm sure something has happened at night and the person will call in and say, you know, and that an exception is made. I can't recall. I couldn't give you exactly what has happened. I'm sure that someone has had something very serious happen to them and they must take a personal day the next day.

Q. In fact, because of the way the answering service runs its business, it really doesn't —

A. I think in this case you'll find they'll probably call the principal and say this happened, I've got to go or do something and we'll say fine. I'm sure the Superintendent will (p. 72) approve it later. We'll note that the person did call me and it was impossible to give 48-hour notice.

Q. Can you tell me what the function is, going through Article V of the contract, go through each of the items, indicate what the basis is for having that amount of leave.

A. You're talking about official —

Q. Well, get in the immediate family. What is the reason for according those particular number of days that have been accorded?

A. I assume that when it was originally agreed to, that it was felt that this would certainly handle the time

of making funeral preparations, the funeral, the time needed after the funeral, I assume. I think at least, the experience that I have had, you're talking probably five or six days at least, unless you're falling into a weekend or something, but that's about it.

Q. And how about funerals for family and for a friend? Why is one day —

A. Again I feel we're speaking of his attending the funeral and the funeral is a one-day affair and I assume this is it. These are all assumptions. I wasn't here when it was drawn up.

(p. 73) Q. I would like to know now, not the motivation for putting it into the contract, but —

A. The limitation?

Q. No. I'd like to know how — whether or not you feel that it's necessary for the running of the school system as a Superintendent to have these provisions.

A. One of the things, I'm not sure if this is correct or if I'm correct, that bargaining agreement is really between the Board of Education and the AFT, and I'm not sure that the AFT or the Board of Education really cared what the Superintendent feels. I'm kind of just a party to this, I would think, you know. I'm not sure.

Q. I understand.

A. I'm not sure when it was negotiated they say what do you think. I'm sure this is something that was negotiated mutually between two groups, and I'm really not sure what the input of the Superintendent was at this time. I don't know.

Q. Well, I would like your views of the impact of each of these things — withdrawn.

Your views of whether you believe that each of these things is reasonable and/or necessary. We understand that they're not because you put them there that because you negotiated — (p. 74) but because they were negotiated. Now, I see that only one day per year is permitted for funeral for a friend.

A. It doesn't say that. One day. All right. I really don't know the one day per year.

Q. What is someone to do if two close friends died during the course of one year?

A. I assume what they are to do is to take the day off and ask permission for the day and they will not be paid for that day. I assume this is what happens.

Q. And what is the justification for not paying them for that day?

A. Again, I think you're going to have to, you know, go back to the original rule. I don't feel I'm in the position to make a justification right now. My position right now is what I must do is this is the contract. My function is to say you took a day off in November for the death of a friend, you're taking it off in December. Unfortunately, you cannot take the second day. That's what I feel my function is.

Q. So, with respect to the funeral of a friend, you're not saying that it would be harmful to the school system to have someone take that second day?

A. Well, in a sense it can be because I think any day (p. 75) frankly, any day that the regular teacher is not in

that classroom is a different situation than when you have a substitute in that classroom. So that, you know, it changes the situation and, frankly, anyone — any day is really — there's a difference between having a sub and having a regular teacher.

Q. Okay. But it's no more harmful than any other day that a teacher is absent which they're authorized to be absent under the contract?

A. I would say probably not.

Q. If someone has the misfortune of having two close friends die during the year, that they go to the second funeral, that's no more deleterious to the school system than the day they missed when they attended the funeral of the first person who died?

A. I'll leave it at that, I guess.

• • •

(p. 77) Q. But if — would you agree that if it should happen to someone, that two people who really are very close friends, and it could happen to anyone, that they both die within a period of a year, you would not feel that person was doing wrong by taking the second day off?

A. Yes, I would, if it says in the contract that he cannot. I think — my function would be, frankly, to put down one day deducted because he took the second day off.

Q. Okay.

A. That would be my interpretation.

Q. You would deduct the day because the absence was not excused under the contract?

A. Right.

Q. But the contract does not limit the number of weddings that someone would attend if they have a large family over the course of a year?

A. That I couldn't tell you as far as what the interpretation of family is. I would have to look back. I don't know how it has been interpreted. I assume it means immediate family. I couldn't tell you, though, it doesn't say (p. 78) immediate family.

Q. That would suggest that the contract makes the distinction between an immediate family and family?

A. Right.

Q. And that attendance at family weddings is permitted whenever someone gets married, someone in the family gets married?

A. Right. There probably is a distinction in the sense that traditionally, and I'm not sure it has anything to do with it here, traditionally, we're talking about weddings on weekends, evening ceremonies. I'm not sure how many people have taken time off for a family wedding as compared to funerals.

Q. Do you have records of absences?

A. I don't believe so. They were just put down — I could check. I don't believe we have any relationship of weddings to funerals.

Q. How do people — what do people put down when they write down the purpose of the leave?

A. I would have to look and see. Some people will say, you know, according to leave provision Article V (a) and that's it many times or they'll make the notation, they probably won't many times put down the reason. I have to check through the (p. 79) cards to see.

Q. Someone might mark leave according to Article V (a) and that would be the official record?

A. I think so.

Q. And that's an accepted practice?

A. I think it may also be V (a) (1). I'd have to check. I'm not sure.

Q. Where would those records be?

A. We're talking about the cards. I would have to look through all the cards and see how many people have written down wedding or have written down funeral.

Q. How extensive would be the card file for the — this current school year?

A. We're talking one file right now.

Q. Do you think you could bring that next time you come?

Mr. Flynn: I'm going to object to the introduction of that, if we go to another deposition.

Mr. Rosen: Okay.

Q. Why don't you bring it anyway and he can object.

A. Okay.

(Discussion off the Record.)

(p. 80) Q. Now, how about Delegate to National Veterans Organization? What is the function of that leave provision for the Ansonia school system?

A. I'm sorry. By "function," —

Q. Why is that — why is it helpful —

A. I'm not sure how long it is in the contract, and again I was not present when the provision was drawn up. I don't know why it was put in there or when it was put in there.

Q. Do you know of any justification for allowing three days a year for that purpose among all the various purposes that people might have for taking a leave?

A. I'm really not sure. I'm not sure why it was put in and I'm not sure if it's used. I would just say I don't know.

Q. And you also — you don't know of any reason that this leave is important to the school system or has some particular justification from the point of view of the school system that requires it or merits it to be specially listed in the contract?

A. I would say, with my limited knowledge of it, I don't know right now. I would have to go back into the history of it to find out why or when. I don't have that information right now.

• • •

(p. 82) Under Article VI of the contract, is it part of your (p. 83) function to determine whether the reasons stated for taking a leave fall within the confines of this subparagraph 6?

A. The organization as it is frankly is that the Assistant Superintendent handles this in conjunction, I think, with the Superintendent and it is determined.

My answer to your previous question was going to be that as Superintendent, I mean, you would have to take each case. The only thing that would be specific is that it could not be any of those, let's say, where it says it should not include.

Q. So, you were the Assistant Superintendent for some years?

A. I was not the Assistant Superintendent who did that. I think Dr. Nicolari had established it where at one time the other Assistant Superintendent, Mr. Matricaria, was reviewing the request for personal business.

Q. How many Assistant Superintendents are there?

A. Right now there's only one. I was Assistant Superintendent and my position has not been filled.

Q. So, your policy when people give notice to you or to a person under you would be that you cannot permit personal business which is specifically excluded by the contract, is that (p. 84) right?

A. Right.

Q. And apart from that, is there anything which you would exclude?

A. I couldn't answer that. It would depend. There are a thousand and one. I really cannot answer that as to what I consider necessary.

Q. Do you know in your years in the school system of any requests being turned down for any reason other

than that it was excluded by the specific terms of paragraph 6?

A. Just this past year we turned down a request for a personal day. It involved a Union official. This year we did not have Teacher Convention Day off. We went to school during Teacher Convention Day. One of the members of the Federation requested a personal business day to go to the AFT convention. It was denied because it was felt that it was not necessary. He was neither a State representative, a delegate or an officer and therefore his request for personal business was denied.

Q. Can you think of any other instances in which your request for personal business has been denied?

A. This one only came to mind because this happened (p. 85) when I was there.

Q. So, what is the answer to my question?

A. No, I can't think of any others. I'm not sure of any others, frankly.

Q. Now, if someone does not use these annual leave days, do they get paid for them when they leave the system?

A. No, they do not.

Q. Is it the usual practice for each professional staff member to use their entire three days each year?

A. Are you speaking of three days for what?

Q. For Article — for subparagraph 6, for personal business leave.

A. Is it common that they do?

Q. Yes.

A. I don't know but I would say I probably don't think so.

Q. Have you ever heard of occasions when a personal business leave was requested in general terms in order to protect the confidential nature of the personal business?

A. I don't know. I'd have to look through and see if someone said general reasons. I couldn't really tell you.

Q. When you say look through, would that be the same (p. 86) card files?

A. It would be the same cards. Different people write things different ways. I'd have to go through the whole thing.

Q. But the reasons given for the personal business leave would be in the card file?

A. Again, what will happen is many people will probably put down Article V, section (a) (6) and say that's the reason.

Q. And —

A. That has been acceptable on the form. Someone may say — well, it may be something verbal between the principal and the person, I don't know, but many times it is written that way just stating what the provision of the contract is.

Q. Now, we talked about this a little before. What happens when someone takes an absence which is not excused or excusable under this article V?

A. You do allow the person to take the absence, and then his salary is deducted on a certain ratio and the ratio is, I think, it may be 1/200th. Now it may be 1/180th. We figure out his salary and divide by 200 or 180 and that is his daily salary that is deducted.

\* \* \*

(p. 89) Q. If there was someone who wanted to attend a wedding of a close friend, why would they not be permitted to do so?

A. Again, because it's, you know, the contract so states. The rationale why people said this ten years ago or five, whenever it was written, I do not have that rationale.

Q. As Superintendent of the school system, do you believe it to be a good policy to permit a day off for necessary personal business but to exclude from that necessary personal business attendance at a close friend's wedding?

A. I'm not sure this is going to be the right answer but, frankly, let's be very honest. As Superintendent, you know, I must enforce what is here. How I feel has nothing to do with it. I am sure when we start negotiations with the Union, I have a bunch of proposals that I'm sure the Union will not like, I'm sure the Board will not like, but all you do, you suggest what is approved is what I will follow and I'm not sure (p. 90) really how do I feel. I'm not sure. I don't think that has anything to do with the question. It's in there. Frankly, that's the way it's going to be.

Q. So there's no — there's nothing sort of necessary about the way the school system is run that requires

marriage attendance for a friend not to be something for which people can take leave?

A. I think I have to go back to something I said before and that is the fact that every time a teacher is not in her classroom, we have an unusual circumstance. It is not the same situation. I think you asked the question does everyone take three days personal business. Does everyone take 18 days. I have a very strong feeling and I think other Superintendents before me did, too, the feeling that if teachers were sick, you were to stay out of school because you were sick. If you weren't sick, you weren't to stay out of school. The 18 days wasn't to say you owe me 18 days, you owe me 3 days. That was there in case you needed it and I think the question of do you pay someone half 180 days — I don't know how many I've lost in 20 years — I have 180 because that's all I can accrue, but thank God if I ever get sick I have those days but I shouldn't take them just because they're there. That's my feeling and I (p. 91) think this is the professional feeling of most teachers; that is, they're to be used if you need them because it's important, you must have that teacher in that classroom. You can't run a school system where the teachers are not always there. I think this is the feeling we have. To say is there anything — the more times teachers are out, the more times you're going to have problems. You have to realize the difference between working with the regular classroom teacher and a substitute teacher. The regular classroom teachers are trained. They've got experience. Their interviews were higher. Frankly, a substitute teacher puts in an application, you know, the saying goes "If the body is warm, we'll take

it," many times. If we find problems, fine, we try to dismiss those, but again it's a different type situation.

So, all these days, you say is it necessary. The important thing is that as many days as possible, and we do not want a teacher to come in sick because that isn't the purpose to say you have to be there 180 days, we don't want her coming in sick, but we want and would like our teachers to be there whenever it is possible and this is the important thing with these provisions, for getting days and reasons.

Q. Your view of each leave provision from going to the (p. 92) National Veterans Organization to going to a family wedding, your view of each of them is that from the school system's point of view, the fewer days a teacher is absent, the better and more days a teacher is absent, the worse?

A. I think it could be worded that way, right.

Q. And that the leave provisions may, whatever has been negotiated with the schoolteachers, you're bound by but with respect to any particular leave, the issue for the school system is the fact that it's going to take a teacher out of the classroom?

A. I think that's the important thing, that you have a teacher out of that classroom.

Q. But as for justifications of the reason that a teacher might be out or might not be out, I take it you don't see much — withdrawn.

That's not really a major issue for you, that justification for the teacher being absent except that you don't want people who are sick in the room?

A. I think the key is, you know, sick people. I think the other justification I have is what has been set here as leave provisions and I must abide by them.

Q. So, the reason for excluding the day following a (p. 93) marriage or a wedding trip, you don't see that that is something that's particularly inherently necessary or important for the school system to have that rule in as opposed to some other rule?

A. May I ask where you're referring to?

Q. B under 6.

A. "Personal business shall not include —"

Q. Right. I mean, the reason for personal business. There's no inherently necessary reason from the point of view of running a school system to exclude the day following a marriage or wedding trip from personal leave, is that right?

A. I'm sorry. Would you repeat that? You're now asking me what?

(The pending question was read.)

A. In running a school system, there is no —

Mr. Sullivan: Do you understand his question?

The Witness: No, I don't.

Mr. Sullivan: If you don't understand his question, tell him.

A. I don't understand.

Q. You don't understand. I have to try to think of another one.

(p. 94) A. I'm confused as to what you're trying to say.

Q. For excluding the day following marriage or a wedding trip, as far as you're concerned, if it were in the contract or out of the contract, the only significance of it to you is that it might increase the amount of leave that the teachers would take, is that right, if that exclusion were removed from the contract?

A. If it was not in the contract, then there's no problem. Is that what you're saying?

Mr. Rosen: Withdrawn.

Q. You don't know why the contract excludes the day following a marriage or wedding trip from personal business days?

A. No, I don't. This was negotiated before I came.

\* \* \*

(p. 101) Q. And would you describe the contents of what has been marked as Plaintiff's Exhibit 13?

A. It is entitled Ansonia Public Schools Report of Absence. These are completed by a professional staff member, and in this file also are cards of non-professional staff members. It's completed on the last day of the week, if they are absent. At that time, they put down if they're absent, or, I should say, tardy as well, and the reason for being absent or tardy. It is signed by the staff member and signed by the principal. It is then sent to our office.

Q. What is the purpose of the principal's signature?

A. First of all, to verify that the dates — it's some (p. 102) thing that has been a procedure for the last 20 years, as far as I know. The card has changed in the last ten years, perhaps, but the thing of having the staff member sign and the principal sign also has not changed. I assume it's just to verify.

Q. Does — is the principal's signature meant to constitute approval or review of the reason given for the absence?

A. I would assume, and again I don't know what the purpose was ten years ago. I assume it was just to look at them. It's also one way of when we want to be sure we have, and when, we call the principal and say so and so has been absent, please have her sign a card.

Q. So, the reason for the principal's signature —

A. I'm assuming, I'm saying, because I don't know what it was ten years ago.

Q. But, in fact, the approval — is the approval or disapproval of the reason for the absence and the payroll adjustment something that is —

A. No, that is not the responsibility of the principal. He simply signs that the person was absent on that day and confirms the date, or if it's tardy, the amount of time tardy. If they leave early, he confirms that. He is not responsible.

Q. Now, I see, without mentioning a name, but taking one (p. 103) card just as an example, would you look at that card? Does one of the cards have indicated on it "personal day"?

A. You happened to take a custodian's card.

Q. I see. Let's take the next card. All right.

A. That is a teacher aid.

Q. Tell me what the difference is between teachers and teacher aids.

A. Probably about \$15,000. A teacher aid is not a certified person. It is someone who works in our special classes or on lunch duty. It is a person who is not certified and simply works on an hourly basis. But they do have a union and a contract.

Q. And in the even that a — withdrawn.

Do teacher aids assist the teacher in the classroom?

A. In the special class, yes.

Q. What is the special class?

A. Where special education students are, resource rooms, classes for mentally retarded and so forth.

Q. Do the teacher aids participate in the classrooms where the general group of students are?

A. No, they do not.

Q. Is this person an aid as well?

(p. 104) A. That's an aid, too. Okay, this is a teacher.

Q. And what is indicated there as reason for absence?

A. Emergency.

Q. Now, is that — is there some indication on the card of who did review of that or what review was done?

A. Review was probably done by, in most cases, the Assistant Superintendent handles the review.

Q. And what's the name of the person?

A. D. Anthony Matricaria. He doesn't sign. He reviews them.

Q. And that card, that listing —

A. I don't know what the emergency is, if that's what you're saying.

Q. All right. But, in any event, that is a sufficient explanation coming from one of your professional teachers for taking a personal day, is it or is it not?

A. I would say the thing would be that is was probably explained verbally. In other words, it was taken verbally. This is just the record on that Friday.

Q. Well, is there — withdrawn.

Now, in some cases, is the approval of the Assistant Superintendent noted on the card? I show you a card for example.

(p. 105) A. In this case it was, yes.

Q. Is — that was done with respect to another card I've shown you as well?

A. Yes, this is the secretary.

Q. So that is it fair to say that in some cases the aproval is given and is noted, and in other cases, the day is claimed by the teacher without that approval procedure?

A. You're talking about prior approval?

Q. Yes.

A. This is only an assumption, I don't know the case. I assumed what happened was that it was an emergency that came up that day, or that, oh, let's say that morning, the evening before, the professional staff member did not — I think in our contract it calls for reasons stated in general terms. Three days for personal — I'm sorry. Prior written notice to superintendent 48 hours prior to such leave with reasons stated. So — I'm sorry. The young man here probably was a normal personal business type thing. He did request a personal business day, and it was so noted by the Assistant Superintendent. This one was an emergency, and it probably occurred without the written prior approval. And this is done in cases of emergency.

If there's a death in the family, you can't plan 48 (p. 106) hours in advance to ask for the day off. So I assume that this is what happened.

I might add that this okay per D.A.M., is not D.A.M.'s signature, it's the secretary's signature, but she has taken it from the request for personal day. He's not signing it, she is.

Q. And do you know how the secretary receives the information that the approval was given?

A. It's on the prior written approval to the superintendent, there is another form.

Q. There is a form for superintendent's approval?

A. For the — right, or his designee.

Q. Where are those forms?

A. Back with Mrs. Savelle.

Q. And what — can you describe those forms to me?

A. Well, instead of yellow, it's white, and I honestly can't think of the title except perhaps Request for Personal Business Day. That would be a logical title. I'm not sure of the title. It's the teacher's name, the school, her class, and then she'll put down the day she is going to be absent and the reason for the absence, and in the corner we have whether it's approved or disapproved on the superintendent's behalf or (p. 107) his designee.

\* \* \*

(p. 126) Q. What is a certification in business education? Withdrawn.

What does a certification in business education particularly equip an individual to teach?

A. I would assume it would be the basic business courses, typing, shorthand, stenography, business machines. He would get involved with business law. Introductory courses in business.

Q. Now, can you tell us — do you know anything of the — of what, if any, attempts were made by the Ansonia Board of Education to accomodate Mr. Philbrook's particular religious requirements?

A. Well, I believe one of the accomodations was the fact that they allowed him to take off additional days for religious holidays beyond the three in the contract. They allowed him to take those days off.

\* \* \*

(p. 136) Q. Your policy of not permitting use of personal days for religious observance does not, to your knowledge, have the effect of keeping teachers in the classroom isn't that right?

A. I don't think it's a question that can be answered yes or no. I'm really not sure what would happen if you said you could take all the days. Maybe there wouldn't be many more people who would say, well, I'm going to take them. I don't know. I don't think it's a question of where you can say yes, it has resulted in people not taking days or no, it hasn't stopped them, but I don't think we're in a position to answer either yes or no on that.

Q. But you did testify last time, did you not, that teachers do not ordinarily take — frequently do not take their full quota of days that are allowed, isn't that right?

A. Frequently, yes.

Q. And it's also your — you say it was your belief that that was — that it was appropriate for teachers to take time off only when they had a valid reason rather than just to (p. 137) use up their own quota of days?

A. I did say that, yes.

Q. And that is, in fact, what happens in Ansonia, is it not?

A. That they only use them if they have valid reasons?

Q. Yes.

A. Speaking for myself, yes, it happens that way. I cannot answer for 175 people.

Q. You mean you only take it for those reasons?

A. Right.

Q. But you're not sure about the others?

A. Right.

Q. Because your system is not a sort of — is not a system that's designed to police reasons?

A. Our people sign their own reasons.

Q. Can you tell me what hardship would fall upon the Ansonia school system if your teachers were permitted to use their personal leave days for religious observance?

A. I think the personal hardship would be, again, depriving the children if a teacher were hired and certified to teach that class. We have them when they're sick and for reasons for personal illness and so forth. If we had this, it (p. 138) would mean more days when our teachers would not be in front of the class teaching their subjects.

Q. So you think that leave should not be permitted for those reasons?

A. I think that teachers should be absent only out of necessity, that they should be in their classrooms working with their children.

Q. Does religious — and you don't recognize religious observance as a necessity?

A. I'm afraid of what this is going to make me be but—

Q. Just answer the question as honestly as you can. You have to do that, but that's all you're required to do.

A. A teacher should not be absent unless she is — and this is a personal opinion — unless she is sick, so she cannot be there and would do harm to the children by being there. Whether or not — I think perhaps there are certain rights that people should have. I'm just concerned, again, about the teacher being in the classroom with the children and to have as few days as possible where she does not have to be there, or he does not have to be there.

Q. Is it your testimony that religious observance is not sufficient necessity for a teacher to be absent from a (p. 139) classroom?

A. I'm not sure this has any bearing on the case because, frankly, what my personal opinion is, has nothing to do with this.

Q. Well, you're here representing the Ansonia School Board in answer to a deposition served on the Ansonia School Board.

A. I believe if the contract says it, I will abide by that contract.

Q. Speaking specifically to Mr. Philbrook's case, you say the hardship on the school board is on the children from his being absent?

A. Right.

Q. But you say that the school board has accommodated him by permitting him to be absent, is that right?

A. Yes.

\* \* \*

(p. 144) Q. What is the total budget?

A. \$4,150,000. Our budget runs somewhere for substitutes in the area of about \$56,000.

Q. And how is that money — how is that \$56,000 spent?

A. On substitutes.

Q. You count the answering service?

A. No. That's the substitute, the number of substitutes.

Q. Now, in addition to the 20 or 25 dollars a day that a substitute is paid, does the school board have any outlay for health or social security?

A. No. We do not pay any benefits for the substitutes.

Q. So the number of days that substitutes — the number of substitutes who have taught over the year can be derived simply by dividing the \$56,000 by —

(p. 145) A. No. First of all, there are two rates. It's \$20.00 for non-certified, and it's \$25.00 for certified. Our contract also called — or at least the agreement we have, is that if a person substitutes for more than 30 straight days in one classroom, she is put on the first step of the salary schedule. So that would automatically jump to \$45.00 or \$50.00. And this happens on long term illnesses and so forth.

Q. Do you know how many people in the — how much of that \$56,000 is budgeted for these long term —

A. It's really not. It's one line item. They just get put in. We don't have a certain amount. It's one figure. They're included in it, and I couldn't tell you. I would have to go back to the books and check it out.

Q. Can you give me an estimate of the number of teachers of the 173 at any given time are substitutes who have been there longer than 30 days?

A. I would imagine, and I can't really give you a figure, what happens with cases now with child bearing leave and so forth, where we have maternity, you may have half a dozen of those where a person will be out six weeks. So what will happen, is the person will be teaching, a sub will be in there for the first 30 days for \$25.00 a day, and if she goes (p. 146) beyond, she then picks up the additional sum. We may get, as far as maternity, maybe a half a dozen a year, if that. And I'm not sure if we had any long term illnesses. You may get one or two, that I couldn't tell you.

The resignation in the middle of the year may end up in a long term substitute. In the past, it's very easy to hire a new teacher. Nowadays, with a drop in enrollments and so forth, what we normally do is hire a long term sub with the possibility being at the onset of next year, that we'll be eliminating the position, and we've done it by attrition. We don't have to lay anyone off. The long term sub is not in the contract, and therefore, we have a reduction there built in. We can reduce one teacher because it's not a person on contract, and it does not mean we have to lay them off. I couldn't tell you if it would be half a dozen a year probably, at the most.

Q. That's half a dozen in which category?

A. The long term. But, again, you're talking — if they're out 40 or 50 days, it's only ten days at a higher rate. The other 30 are at the low rate.

\* \* \*

(p. 156) CROSS-EXAMINATION

By Mr. Sullivan:

Q. I have a few questions in cross-examination.

Superintendent Zuraw, I think that you have testified that Mr. Philbrook, the plaintiff in this case, has been allowed in the past to utilize his three days for religious observance as guaranteed by the contract and to also take, without pay, additional days for the same purpose; is that correct?

A. That's correct. Right.

Q. Now, have those additional days without pay taken by Mr. Philbrook for religious observance, have those been taken with the knowledge of the Ansonia Board of Education?

A. Yes. they have.

Q. And to your knowledge, has Mr. Philbrook ever been disciplined in any way, either by the Superintendent of Schools or anyone acting on behalf of the Ansonia Board of Education for failure to report to school on days beyond the three days guaranteed for religious observance?

A. To the best of my knowledge, no, he's never been disciplined.

Q. What administrative action, if any, would you as Superintendent of Schools, take should you find that a teacher (p. 157) in the school system is tardy or absent without permission?

A. I think, you know, it would have to be somewhat of a question if it happens tardiness according to your contract and policy that the Board established. People who are tardy some days, I believe, eight or nine, we have actually — last year teachers were suspended for having undue number of absences and felt that they — I'm sorry — not absences, but tardiness. Teachers were tardy, I believe the case was nine, and the penalty was set, they were disciplined in that they were suspended for one day without pay and the pay was deducted from the salary.

Absences, right now, I can't recall any since that's happened. My feeling is that the same penalty could be held. It would depend on probably how severe. If it could be, perhaps the person could be suspended without pay for a day, maybe a week. That I could not tell you. I don't know of any happening where this actually happened in the past. But I can see that as being a just discipline as far as suspension, one day, two days, three days. I couldn't tell you how many days. It's possible.

Q. In your capacity as Superintendent of Schools, at least you would see the probability of disciplining a teacher (p. 158) in some fashion if he or she were absent without permission?

A. Yes.

Q. I think you testified previously with respect to your feelings on the use of substitutes in place of regular classroom teachers.

What advantage or disadvantage do you see with regard to the use of substitutes in place of your classroom teachers?

A. Well, first of all, I don't see any advantages at all if you're talking about using a sub in the place of a regular classroom teacher who has been prepared usually in that area of certification, if it's business education, special education, that person has been certified by the State. In most cases, he has experience. The substitutes, first of all, may not be certified. The Ansonia Board of Education right now employs college graduates at one salary level, certified teachers at the second salary level. So that they would not be certified in some cases. In that area, they might be, if they are certified, we could have a physical education teacher, frankly, teaching art. That's the way the answering service so lines up our people.

Q. Have you ever had difficulty in getting certified (p. 159) substitutes to fill in for regular classroom teachers?

A. Yes. We have also had trouble getting non-certified or college graduates. It's a concern that our principals have had, particularly this year, that we cannot get sufficient numbers of substitutes or many days when we have had to get coverage by other means where we invite the children up and traveling teachers and so forth, where the regular classroom teacher plus teaches the special subject and our people have recommended, frankly, that perhaps we consider another step in having people who are going to college, perhaps finished two or three years, perhaps we might hire those as substitutes at a different salary level. So, we do not have the coverage.

Q. If I understand you correctly, not only do you have difficulty in obtaining — getting certified teachers to substitute but you actually have difficulty getting anyone to substitute?

A. Yes, that's correct.

Q. Now, Mr. Philbrook is certified in business education?

A. Yes.

Q. That's correct?

A. Yes.

Q. Based upon your experience as a school administrator (p. 160) for the Ansonia school system, do you have any knowledge as to the availability of certified teachers in the area of business education to serve as substitutes?

A. At the present time, our list of substitutes does not include one who is certified as a business teacher. We just don't have any.

Q. So, I take it that if you do have to provide a substitute for Mr. Philbrook's class, because he is absent by reason of religious observance, you will not be able to find a substitute certified in business education?

A. No, we would not.

Q. You previously testified about the way the answering service handles the process of getting substitutes and I think you mentioned that the answering service has a list of names with telephone numbers?

A. Yes.

Q. Does that listing include specific areas of certification for teachers? In other words, does the answering service have that information when it seeks the substitute?

A. No. They have what levels the people are interested in.

Q. So, if the answering service seeks to provide a (p. 161) substitute for a particular teacher, there would be no concern on the part of the answering service as to what the particular substitute's area of certification is?

A. No, just perhaps they are interested in, frankly, what is their — what they're willing to — can I use the word "willing" to substitute on the high school level.

Q. With respect to the use of substitutes, do you have any opinion based upon your experience with respect to the ability of a non-certified person, for example, to supervise students as compared to a certified teacher, somebody who has trained, from the area of supervision, do you have any opinion as to the comparative difficulties, if there does indeed exist a difficulty?

A. Yes. My opinion is that there is a big difference between a certified or a regular teacher and the non-certified or a substitute teacher in a classroom.

Q. Why is that?

A. Well, first of all, in the high school area — and I think that's why I know you question — people are willing to substitute on the high school area. Discipline is very poor in most cases with substitute teachers. Classes perhaps like English or social studies, where it's read-

ing a certain number (p. 162) of pages or doing something in a textbook, are kind of easily covered.

When we get involved with business courses, machine courses, even perhaps math and science, it's very difficult for a person without the experience and training to come in and handle the class.

First of all, covering the material; secondly, just being able to get some class control. The discipline is very poor in most cases when there's a sub.

Q. It appears to be more difficult, for example, in a typing class — is that one of Mr. Philbrook's?

A. Yes.

Q. Why would it be more difficult to supervise students, for example, in a typing class as compared, let's say, to an English literature class in the high school?

A. In that a typing class, it's an activity class. Children or students should be working on something and certainly you have got to supervise them.

In a lit course or social studies course of that type, a teacher can leave an assignment and say, "Read chapter 27" and they can sit there and read and can kind of watch over them, where a course where they have something to do like type, (p. 163) any business machine or any activity, it's very difficult. You have to know what the kids are doing, you have to be careful of the equipment. It's very expensive.

Q. Now, the collective bargaining agreement between the teachers' Union and the Board of Education provides

for three so-called personal days per year for certain — well, for non-specified reasons, but with reasons stated and I am quoting from the contract, "With prior written notice to the Superintendent 48 hours prior to the subject leave."

Now, in your experience in the Ansonia school system, have you had occasion to see requests for personal days denied?

A. Yes.

Q. Are teachers who are denied such days nevertheless given the option to take the day without pay on occasion?

A. On occasion, yes.

Q. In your experience, do teachers usually take advantage of that option?

A. I would say it's probably 70/30 that they do not. If you say you can take the day off, but you will be docked, in most cases they feel that they do not need the personal business and come to work.

Q. In your experience as an administrator in the (p. 164) Ansonia School System, can you recall a teacher having ever been allowed the use of paid personal day for a religious activity?

A. In addition to the three, you're speaking —

Q. Yes. Distinguishing personal days from no specifically specified —

A. No. We would not allow anyone to use a personal day for religious activity.

---

DEFENDANT ANSONIA FEDERATION OF  
TEACHERS EXHIBIT BB FILED IN THE  
DISTRICT COURT ON DECEMBER 12, 1983

ANSONIA FEDERATION OF TEACHERS

and

ANSONIA BOARD OF EDUCATION

CASE NUMBER: 12 39 0032 75

ARBITRATION DECISION

GRIEVANCE RE LEAVE WITH PAY  
TO ATTEND RELIGIOUS CEREMONY

DATE OF AWARD: APRIL 9, 1975

This matter was presented to the undersigned at a hearing held in Ansonia, Connecticut, on March 21, 1975, where Joseph Flynn, Esq., appeared for the Federation, and James C. Lyons, Esq., represented the Board.

AGREED SUBMISSION

Under the terms of the Agreement was Ronald Philbrook improperly denied pay for leave taken for religious ceremonies? If so, to what payments if any, is he entitled?

ANALYSIS

Ronald Philbrook, a teacher of Business, has spent some thirteen years in the Ansonia school system. He became a member of the World Wide Church of God on February 17, 1968, some two years after his wife became

a member. His church goes by the Hebrew calendar as set forth in Leviticus 23 of the Old Testament, and while the Holy Days vary from year to year there are several days each fall and spring where church members are obliged to refrain from servile work and attend religious ceremonies.

In the fall of 1974 these Holy Days falling on school days were:

September 17th — Day of Trumpets

September 26th — Day of Atonement

October 1 — First Day Feast of Tabernacles

October 2 — Holy Day — Feast of Tabernacles

October 3 — Holy Day — Feast of Tabernacles

October 4 — Holy Day — Feast of Tabernacles

October 7 — Holy Day — Feast of Tabernacles

October 8 — Last Great Day

Philbrook advised the administration of his need to be absent from school on these days. He was granted permission, and arrangements were made to cover his classes. He was paid for the first three days of absence, but he was denied pay for absences on 10/2, 10/3, 10/4, 10/7 and 10/8. On November 1, 1974 he was informed he was having \$412.05 deducted from his pay because of his absences on those five days.

It is Philbrook's and the Federation's position that he is entitled to pay for four additional days of absence when the reason for his absence was to attend religious

ceremonies. It is claimed that the Board of Education fails to make a distinction between observance of religious holidays and attendance at religious ceremonies. The Federation contends that Article V of the Agreement draws a clear distinction between these two events, by granting one day of annual leave each time a teacher is absent to attend a religious ceremony, and a maximum of three days of authorized leave, not chargeable to annual leave, for absences for the observance of religious holidays.

The Federation argues that the reason Philbrook never before claimed annual leave for participation in religious ceremonies was because his understanding of his religion, and the provisions of the collective bargaining Agreement was not as full or complete in past years as it was in 1974. Also, it points out that in past years where the contract language was the same as now, he at first only lost the amount of money necessary to pay a substitute to cover for him. Then he had 1/200th deducted for each day of absence beyond three, and the deduction this year is 1/180th of his annual salary per day of absence beyond three. Thus it has become more expensive for him to participate in religious ceremonies and it is only natural that he seeks to minimize the increasing salary loss each year.

The Federation maintains that in the July 1, 1968 - June 30, 1969 contract a teacher was limited to one day per year for a "graduation, ordination, etc.", and three days per year for religious Holy Days "which church laws make obligatory." In all subsequent contracts, including the current one, the number of days of leave allowed

for family graduation or religious ceremony, is not restricted to one per year, rather it is limited only by the amount of annual leave a teacher has, and eighteen days of annual leave is granted each year, cumulative to 180 days. The Federation submits that it is clear from this that the parties intended that absence due to attendance at a religious ceremony should not be limited to three days per year such as exists for absence for observance of religious holidays. It is argued that the history of the language clearly supports an intention to view observance of religious holidays as separate and distinct from absence because of participation in a religious ceremony. Moreover, the Federation maintains that the Board's interpretation that participation in a religious ceremony on a holy day when church members are required to attend church, comes within the 3 days per year limitation for absence due to religious holiday, completely ignores the contrary intent as evidenced by the construction of the language and its history, to keep participation in a religious ceremony separate and distinct from the observance of religious holidays.

The Federation submits that Ronald Philbrook has a meritorious claim for an additional four days pay for four days of absence made necessary by his participation in religious ceremonies required by his religion.

. . .

The relevant contract language is found in Article V, and it reads in pertinent part:

"A. Annual Leave

Eighteen (18) days of annual leave cumulative to 180 days shall be granted for personal illness, illness

in the immediate family which requires the presence of the professional staff member, and/or for the reasons and within the limits stated below:

... 4. Family graduation or religious ceremony . . . 1 day each time.

... 6. With prior written notice to the Superintendent forty-eight hours prior to such leave, and with reasons stated, three (3) days per year for necessary personal business. . . . Personal business shall not include (without limitation)

... f. Any religious activity.

... Absence, not in excess of 3 days per year, for observance of Religious Holidays, which absence is required by and obligatory due to written denominational law shall be considered as authorized leave and shall not be charged to annual leave, including accumulated days. No annual leave, including accumulated days, shall be used for absence due to Religious Holidays in excess of three days per year."

A critical review of the evidence and arguments compels the finding that Mr. Philbrook and the Federation are misreading the provisions granting leave with pay for religious reasons, and those provisions can only be read to deny his claim for pay for four additional days of absence caused by his participation in religious ceremonies.

The days in question are listed as *GOD'S HOLY DAYS* on the calendar of the World Wide Church of God, and Philbrook testified that abstinence from servile work, and attendance and participation in religious ceremonies was required on each of these days. He also stated that they could properly be called holy days, although there was a distinction between them as some were High Holy Days.

There can be no dispute that holy day and holiday are synonymous terms, both from their dictionary definitions, as well as in common usage. So when Article V limits to 3 the number of days of paid leave per year due to Religious Holidays, this same limitation is applicable to religious holy days as well.

Viewing the totality of the pertinent contract language one is impressed with the parties' efforts to limit the number of days of paid leave for absence due to religious holidays to three. While the language permits paid leave not in excess of three days per year, and not chargeable to annual leave, for absences required to observe religious holidays, it also provides that personal days may not be used for any religious activity, and it expressly states that no annual leave shall be used for absence due to Religious Holidays in excess of three days per year. I read this as a purposeful restriction against granting more than three days of leave with pay each year for the observance of religious holidays. Not only are teachers restricted from using annual leave to obtain a fourth day of paid leave in a year for observing a religious holiday, they are expressly prohibited from using personal leave for that purpose. The parties emphasis on this restriction is clear for all to see.

Now we come to Philbrook's contention that his absence on four of the five days when he was denied leave with pay, was for participation in a religious ceremony. Let it be said at the outset that Philbrook's sincerity and piety is not questioned for a moment, but the same can not be said of his rationale in separating the concepts of "participation in a religious ceremony", and "the man-

datory attendance at religious services on a church holy day." On each of the days in question, Philbrook agrees that he was required to attend church because it was a holy day. This brings him squarely within the restriction of no more than three days of paid leave per year for observing religious holidays. For this reason alone his grievance must be denied. The fact that he also participated in a religious ceremony on the holy day in question can in no way suspend operation of the three day leave restriction that applies to absences due to religious holidays. His claim that his absence on these occasions was to participate in a religious ceremony and not to observe a religious holiday is totally unconvincing. If it was not for the religious holiday the religious ceremony would not be held.

While the foregoing is dispositive of the grievance here, it must also be said that the Federation's reading of Article V, A, 4. goes far beyond the scope of the plain and clear meaning of the words of Section 4. It says — "Family graduation or religious ceremony . . . . 1 day each time." The clear import of these words, especially when viewed in the entire context of the leave provisions treating with religious holidays, is to cover family graduations and family religious ceremonies such as ordinations, investitures, baptisms, etc., as distinct from public religious ceremonies associated with traditional religious holidays. The Federation's restriction of the word "family" to modify only the word "graduation" is clearly wrong both from the points of view of structural soundness and context.

### AWARD

Under the terms of the Agreement, Ronald Philbrook was properly denied pay for leave taken for religious ceremonies.

His grievance is denied.

/s/ William J. Fallon  
Arbitrator

Boston, Mass.  
April 9, 1975

---

DEFENDANT ANSONIA FEDERATION OF  
TEACHERS EXHIBIT FF (EXCERPTS OF  
THE DEPOSITION OF RONALD PHILBROOK)  
FILED IN THE DISTRICT COURT ON  
DECEMBER 12, 1983

UNITED STATES DISTRICT COURT  
DISTRICT OF CONNECTICUT

Case No. N 77-489

RONALD PHILBROOK

VS.

ANSONIA FEDERATION OF TEACHERS

*DEPOSITION OF RONALD PHILBROOK*

December 15, 1978

\* \* \*

[BY ATTORNEY JOSEPH FLYNN FOR  
DEFENDANT ANSONIA FEDERATION  
OF TEACHERS]

(p. 5) Q How long have you been so engaged as a  
school teacher in the Ansonia School System?

A I believe 17 years.

Q What courses do you teach there?

A I teach business courses.

Q Are you a member of any religious denomination?

A Yes, sir.

Q What is the name of that?

A Worldwide Church of God.

Q How long have you been a member of that de-  
nomination?

A Approximately, ten or eleven years.

Q Does that religious organization have days of spe-  
cial religious observance?

A Yes.

Q On those days, does your religion prescribe cer-  
tain conducts?

A I don't think I understand the question.

Q Does your religion prohibit certain conduct or  
work on any of those days of special religious observance?

A Yes.

Q What are those days during the course of the  
calendar year?

(p. 6) A They vary from year to year. I wouldn't  
know right off hand what the days are.

Q Are those days set in relation to other events in  
the calendar?

A They outline the scriptures of the Bible.

Q Do these days have names?

A Yes, sir.

Q What are the names of the days on which you  
are forbidden by your religious beliefs to work?

A Days such as the Feast of Tabernacles, Atonement  
and Unleavened Bread. That's all that comes to my mind,  
right now.

Q During the time you have been employed in the Ansonia School System, have you worked on any of those days as they fell through the course of each year?

A Is the question since I have been in the church or when I first started to work for the Ansonia Education Board?

Q The question is during the time you have been employed in the Ansonia School System.

A Yes, I have.

Q Were you a member of your church at the time you worked these days?

A No, sir.

Q Since you have become a member of your church — by the (p. 7) way, would you tell us, for the record, again the name of your church?

A Worldwide Church of God.

Q Since you joined this religious denomination, have you worked on any of those days that you mentioned as days of special religious observance?

A Not that I can recall.

Q Have you, since the time you joined that denomination, engaged in any kind of work on those days?

A No.

Q Are you forbidden normal household work or household duties during this time of special religious observance? I'm speaking now of those days that you referred to, Feast of Tabernacles, Atonement and Unleavened Bread.

A It has nothing to do with anything outside of labor.

Q By your labor, do you mean the normal employment that you have as a teacher in the Ansonia School System?

A No, employment no matter where it would be.

Q In your case, you mean employment in the Ansonia School System?

A Yes.

Q What specific articles of your faith require you to abstain from servile work on those days?

(p. 8) A Repeat that, please.

Q What specific articles of your faith require you to abstain from servile work on those days that we're mentioning, Tabernacles, Atonement and Unleavened Bread and some days you cannot recall?

A On the outline of the Bible, basically, from the Book of Leviticus, set down in the doctrine of the Church of God.

Q Is that doctrine of the Church of God written down in any one place other than in that Scriptural reference that you make reference to?

A I believe it is.

Q Do you have a copy of that?

A No, I don't.

Q Prior to this date, have you seen a copy of that?

A I have seen them in booklet form.

Q Have you, prior to this time, read the specific provisions of this book or booklet, which require abstaining from servile work on these particular days that we're talking about?

A Have I read them?

Q Yes.

A Yes, sir.

Q Do you recall whether this particular book or booklet (p. 9) has any particular name or author?

A I don't really recall, no, sir.

Q To the best of your knowledge, are all other members of this denomination similarly required to abstain from servile work, as we have referred to it, on these days that we have been discussing?

A Yes.

Q Since the date that — question withdrawn. On what date did you join the Worldwide Church of God?

A I can give you a baptism date, but I was attending quite some time before that.

Q When did you first attend the services or any meeting of the members of the denomination called the Worldwide Church of God?

A It was approximately, I believe, it was approximately 1965 to 1967, somewhere in that area.

Q Do you recall whether it was in 1967 or whether it was in 1966 or 1965?

A It would have to — I would assume it would have to be before '67 because my wife was a baptized member, at that time.

Q Does actual affiliation occur at the time of baptism into this faith?

A I'm not sure I understand your question.

(p. 10) Q Do you become a member at the time you are baptized into this faith or are you, in fact, a member prior to the time of baptism when you first attend meetings?

A I'm not sure I can answer that question.

Q You don't know?

A I really don't know.

Q On what date were you baptized?

A February 17th, 1968.

Q That baptism was into the Worldwide Church of God, which you now continue to be a member of?

A Yes.

Q In the year 1965, did you claim the right or did you claim the need to take any time off or any day off on which the Ansonia School System would otherwise have been in session —

A I don't remember.

Mr. Flynn: I'm not through with the question.

The Witness: I'm sorry.

Q — which would have fallen on a day, which coincided with one of these holy days — is that what we

would refer to these as holy days or days of special religious observance?

A I don't remember.

Q In the year 1966, were you required to take any day from your normal employment off because of your religious beliefs (p. 11) as a member of the Worldwide Church of God? May we agree we can refer to these days that we're talking about as holy days?

A Sure.

Q Is that the proper reference?

A Yes, I just can't remember for sure the days now. It was so long ago.

Q You don't recall any, at this time?

A If I had been attending, yes, sir, I must have, but I just don't recall the dates.

Q You don't remember, however, whether you did have to attend any religious observance or refrain from servile work on any school day, in 1966?

A I don't remember. They might have fallen on weekends, I just don't remember.

Q You are not sure that any of these days of holy days or special religious observance fell on any school day on which you would have been otherwise been employed teaching, in 1966?

A They may have.

Q You are not sure that they did, is that correct?

A I am not positive just how many I attended back at that time.

Q Do you know of any specific day in 1966 where you were required to refrain from servile work and, mainly, I'm talking (p. 12) about employment of the school teacher in the Ansonia School System, in the year 1966, of which was also a school day?

A I really don't remember.

Ms. Wasserman: Isn't that the same question you already asked and he said that he couldn't remember?

Mr. Flynn: Read back that first question.

(The last two questions and answers were read back by the reporter.)

Q In the year 1967, were you required to abstain on any day from normal employment in the Ansonia School System because of the fact that one of these holy days fell on that one or more school days?

A I just don't remember these dates, at this time. I may have, I just can't remember the dates.

Q In the year 1968, either before or after your date of baptism, which you testified was February 18th, 1968, were you required to abstain from your normal employment in the Ansonia School System to observe any of these religious days or holy days we have discussed?

A Was I required — was that the question?

Q Were you required to abstain, yes.

A Probably not, if I was new in the church. I'm not sure of that. I can't remember exactly. It's one of these things where (p. 13) we grow in knowledge and understanding.

Q Did you lose any time from your normal employment in the year 1969 because of the requirement to abstain from servile work on any of these holy days?

A I would assume that I must have. I, again, don't remember the dates.

Q Would you remember the number of dates during that year?

A No, sir.

Q Would you remember whether you were required to abstain from your employment in the Ansonia School System in any subsequent year 1970, 1971, '72, '73, '74, '75, '76, '77 and '78, on any school day because of your holy days?

A No, I can't because they fluctuate every year. Many times they fall on weekends or during school vacations. That's why I can't possibly answer that.

Ms. Wasserman: Off the record.

(Discussion off the record.)

Mr. Flynn: Back on the record. Would you read back the last question.

(The last question was read back by the reporter.)

Q I take it your answer means you are so required to abstain?

A Yes, sir.

(p. 14) Q In the calendar year 1978 — I'm talking now that period of time from January 1st, 1978 to the present date, December 15th, 1978 — how many days which

were school days, were you required to abstain from your employment to observe these holy days?

A I don't remember the exact number, right now.

Q Do you recall how many of those days you might have taken you were not paid for?

A None in '78.

Q In the year 1977, were you required to — you've testified, I believe, you were required to abstain from work on certain school days because of your holy days. Were there any days in that calendar year, January 1st of '77 to December—1st of '77—for which you were not paid?

A No, I don't, think so.

Q In the year 1976 — again, calendar year I'm talking about — were there any days within that year, which you had to take off from your employment to observe these holy days for which you were not paid?

A I'm not sure. I think I was that I wasn't paid for, but I'm not positive.

Q Let me ask you this same question about the year 1975 calendar year. Do you recall any days in that calendar year for which you were not paid, for which you were required by your (p. 15) religious beliefs to take off from school, to refrain from servile work?

A There were some.

Q Do you recall how many those were?

A No, I don't recall how many.

Q Were there any of these kinds of holy days that fall on school days where you were required to take off from work for which you were not paid in the year 1974?

A I believe so.

Q Do you recall how many there were?

A No, sir, I don't.

Q Were there any of these days in 1973 for which you were not paid?

A I believe so. I think that's when I filed the charges.

Q Do you recall about how many days?

A No, I don't.

Q In the year 1972, would you recall how many days you were not paid for due to holy days falling on school days?

A I'm just not positive. I just don't remember for sure exactly when the year was.

Q Would you remember this kind of information for the year 1971 or 1970?

A No, sir, I don't remember for sure.

\* \* \*

[BY ATTORNEY LAWRENCE CAMPANE FOR THE DEFENDANT ANSONIA BOARD OF EDUCATION]

(p. 28) Q In other words, if you volunteered your time to teach a class at the high school on drug education, for which you receive no economic benefits or rewards, that would not be deemed to be servile work?

A It may not be servile work, but I would be able to do that on a particular holy day.

Q You would not be able to do that on a holy day?

A No.

Q On these holy days, are you allowed to go outside of your home and the place of worship?

A We have to travel back and forth to the place of worship.

Q Other than traveling back and forth to your place of worship and your home, are you permitted to go other places?

A It's a practice that we don't use it for personal amusement or anything of that nature.

Q So, in other words, movies or other activities would not be permitted on these particular days?

A No, this is strictly for worship and family relationships of the Bible.

\* \* \*

(p. 35) Q What I'm referring to is whether in September, the beginning of the school year, had you ever given to the Board of Ed. or one of the school administrators a list of the holy days and when they would fall?

A I really don't remember.

Q In the eleven years or so that you have been a member of the Worldwide Church of God, have you at all times been a member in good standing?

A Yes, sir.

Q Within your church, are there classifications of religious membership? Do you understand what I'm trying to point out?

A No, I don't.

Q In other words, are there levels of religious development that you attain — this is a tough one. Are there levels of religious development within your church where after a certain (p. 36) number of years you would become an Elder or some such word?

A I just don't know. I have no way to answer that.

Q Now, if I recall and understood you correctly, in answering one of Attorney Flynn's questions you stated that the requirement of abstaining from servile work may not have been required of you when you were first baptized. Did you say something to that effect?

A I don't recall saying that. I'm not sure.

Q Would the requirement of abstinence — when I say abstinence, I mean abstinence from work, be applicable to you when you were first baptized into the church?

A Repeat that question please.

Q Would the requirement of abstaining from servile work be applicable to you when you were first baptized into the church?

A It may have been. I am not positive of that. I'm not sure.

Q Why do you have this unsureness about this area?

A I'm unsure because at the time it may have been permitted or may not have been permitted, based on the

understanding at the time of baptism. That's why I'm not sure. I can't remember.

Q When you say "based on the understanding at the time of baptism", are you speaking of your own understanding or are you trying to allude that there may have been a change within the (p. 37) church's doctrine?

A My own understanding.

Q Your own understanding, okay. To your knowledge, since the date of your baptism — withdraw that question. To your knowledge, has there been a time when your church doctrine changed, so that it now required abstinence from servile work, whereas before work was allowed on these holy days?

A Not to my knowledge.

Q In 1965, do you recall whether there was a collective bargaining agreement between the Ansonia Board of Ed. and some employee organizations?

A I don't remember.

Q In your complaint you stated that when you first joined the Worldwide Church of God you were able to use your annual personal leave for the holy day observance.

A Is that a question?

Q This is what is states in your complaint.

A Okay. I mean, I don't know. I don't have the complaint.

Q I would be more than happy to let you look at it. This is the first sentence of Paragraph 8. "When Plain-

tiff joined the Worldwide Church of God, he was able to use his annual personal leave time for observance of his church's holy days." That is a statement contained in the complaint.

(p. 38) A Okay.

Q Now, when you referred to "annual personal leave", was this leave provided you by virtue of a collective bargaining agreement?

A I wouldn't be able to answer that unless I can see the contract we had at that time, '67 or '68. I don't remember.

Q Since you've been a teacher in Ansonia, do you recall a time when there was not a collective bargaining agreement?

A Definitely.

Q There was a time when there was not an employee organization representing the teachers?

A We had an organization but we had no contract.

Q Did the school district have a policy, a Board policy, which provided annual personal leave?

A They may have, but I just don't remember.

\* \* \*

(p. 43) Q Now, my question to you, is whether or not you have ever been granted such an absence by the Board of Education for a day when you observed one of the church's holy days?

A Yes, I have.

Q Okay, you have. That answers my question. I'm sorry it took so long.

Ms. Wasserman: I thought that's what your question was.

Q Now, also, looking at Paragraph 10, in the middle, it states that at all times you have expressed a willingness to have your days of religious observance deducted from your personal leave days. Now, have you ever conveyed this willingness, in writing, to a member of the Board of Ed. or the Superintendent of Schools?

A Yes, I have.

Q Do you have a copy with you today?

A No, sir. It should be in the file of the Board of Education or the superintendent.

Q This would have been a letter?

A Yes, sir. It would be Dr. Nicoleri.

Q Can you estimate the date of that letter?

A I will estimate around '75. 1975.

Q Can you recall whether you have had a conference with (p. 44) the Board of Education and/or the Superintendent of Schools concerning your claim that you should be allowed to utilize your personal leave days for these holy day observances?

A What was the question?

Q Have you had a conference with the members of the Board of Ed. or the Superintendent of Schools concerning this issue?

A I wasn't allowed to get to the Board of Ed. but I did have a conference with Dr. Nicoleri. I have had conferences with the federation president to try to bring this about.

Q The conferences which you are alluding to with Dr. Nicoleri, would these have occurred prior to the letter you have previously referred to that you sent to him?

A I don't really remember.

Q Would it have occurred about the same time? In other words, did this conference occur because of the letter you sent to Dr. Nicoleri?

A It wasn't based on the letter being sent, no. I think I might have even had a conference with Mr. Elahan, when he was superintendent.

\* \* \*

(p. 50) Q (By Mr. Campane) Mr. Philbrook, based on your experiences as a high school classroom teacher, do you think that a student gets as much out of a class, educationally, when there (p. 51) is a substitute in the class, as compared to his normal classroom teacher?

A It could be very doubtful.

Q It's often been heard and stated that students look forward to a substitute. It's just like a day off or it's free time. Do you find this to be the opinion of students at the high school?

A In some cases, they feel better that there's not a substitute in. It depends on the teacher.

Q From an educational point of view, given that the purpose of schools are to educate, the classroom teacher is better equipped and better able to educate the students than the substitute?

A He or she should be.

---